



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, August 14, 2023, beginning at 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

1. **CALL MEETING TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **SUPERINTENDENT'S REPORT(S)**
 - McAllen ISD Welcomes New Teachers for 2023-24
 - Getting ready for the start of the year

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
6. **RECOGNITION(S)**
7. **PUBLIC HEARING** to Discuss 2023-2024 Safe Return to In-Person Instruction & Continuity of Services Plan (RIPICS) **8**
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
8. **PROCLAMATION(S)**
9. **DONATION(S)**
10. **CONSENT AGENDA ITEMS**
 - A) Discussion and Possible Action on Memorandum of Understanding No. 2024-041 Federal Programs Adult Education and Literacy Program with Region One Education Service Center 13

Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- B) Discussion and Possible Action on Interlocal Cooperation Contract No. 2024-034 Speech Therapy Language Intervention and Diagnostic Services with the University of Texas Rio Grande Valley Speech and Hearing Center 16

Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- C) Discussion and Possible Action on Training Agreement No. 2024-046 Federal Department Parental Involvement Programs with South Texas College 22

Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- D) Discussion and Possible Action on Interlocal Cooperation Contract No. 2024-009 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program 35

Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- E) Discussion and Possible Action of Interlocal Agreement No. 2024-050 Dual Credit Program for McAllen High School, McAllen Memorial High School, and James "Nikki" Rowe High School with South Texas College 46

Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- F) Discussion and Possible Action on Interlocal Agreement No. 2024-075 Dual Credit Program for Achieve Early College High School with South Texas College 67

Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- G) Discussion and Possible Action on Memorandum of Understanding No. 2024-071 Teacher Candidate Placement with New Mexico Highlands University School of Education Services 85

Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- H) Discussion and Possible Action on the 2023-2024 Texas Teacher Evaluation and Support System (T-TESS) Calendar 89

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- I) Discussion and Possible Action on the 2023-2024 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers Item Submitted: Todd Miller, Assistant Superintendent Human Resources 91
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
- J) Discussion and Possible on the 2023-2024 Student Code of Conduct Item Submitted: Todd Miller, Assistant Superintendent for Human Resources 95
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
- K) Report Regarding No. 2020-041 ESC Personnel Services Commitment Form through Interlocal Cooperative Agreement No. 2023-143 with Region One Education Service Center 149
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
- L) Report Regarding No. 2024-078 Library Services & Instructional Resources District/Charter Commitment Form through Interlocal Cooperative Agreement No. 2023-143 with Region One Education Service Center 153
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
- M) Discussion and Possible Action on Memorandum of Understanding No. 2024-081 Community-Based Pre-Kindergarten Provider with R. Barrera Group, LLC dba New Horizons Learning Academy 160
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
- N) Discussion and Possible Action on Memorandum of Understanding No. 2024-082 Community-Based Prekindergarten Provider with Tony's Playhouse Discovery Center, LLC 172
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
- O) Discussion and Possible Action on Memorandum of Understanding No. 2024-083 Community-Based Prekindergarten Provider with ABC University Educare 184
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
- P) Discussion and Possible Action on Memorandum of Understanding No. 2024-098 Community-Based Prekindergarten Provider with Rhema's Learning Center, LLC 196
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

11. INSTRUCTIONAL SERVICES, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS

A) Instructional Services: (Maribelle Elizondo, Interim Superintendent for Instructional Services)

1. Discussion and Possible Action on Affiliation Agreement No. 2024-038 Project MHS ACCESS (Accessing Mental Health Services) with The University of Texas Rio Grande Valley
Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction 208

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

B) Human Resources Item(s) (Todd Miller)

1. Discussion and Possible Action of the Acting Superintendent's Recommendation Regarding the Designation of Ten Nonbusiness Days for Public Information Act Requests as per House Bill 3033
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources 219

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

2. Discussion and Possible Action of Job Description for Staff Attorney
Item Submitted: Todd Miller, Assistant Superintendent Human Resources 220

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

3. Discussion and Possible Action of Job Description for Director of Accountability
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources 221

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

C) District Operations Item(s) (Alejandra Gonzalez)

D) Business Operations Item(s) (Adel Felix)

1. Report Regarding the 2023 Anticipated Collection Rate and 2022 Excess Debt Tax Collections
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations 222

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

2. Report Regarding Taxes Collected for May 2023
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations 224

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

3. Report Regarding Taxes Collected for June 2023
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations 226

Presenter: Dr. Rosalba De Hoyos, Acting Superintendent

- | | | |
|-------------------------------------|---|-----|
| 4. | Report Regarding the Monthly Financial and Investment Report for May 2023
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent | 228 |
| 5. | Discussion and Possible Action on the McAllen Independent School District July Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent | 259 |
| 6. | Discussion and Possible Action on the Resolution of the Board Regarding Review of the Investment Policy, CDA (Local)
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent | 265 |
| 7. | Discussion and Possible Action on the Resolution Adopting the Authorized Broker/Dealer List
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent | 274 |
| 8. | Discussion and Possible Action on the Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent | 276 |
| E) Board of Trustees Item(s) | | |
| 1. | Approval of Board of Education Meeting Minutes
a) Board Workshop May 22, 2023
b) Board Workshop June 5, 2023
c) Board Workshop June 12, 2023
d) Regular Board Meeting June 12, 2023
e) Special Board Meeting June 13, 2023
f) Board Workshop June 19, 2023
g) Special Board Meeting June 19, 2023
h) School Safety and Security Committee Meeting August 10, 2023 | 278 |
| 12. | RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:
A) Discussion of Human Resources Recommendation(s) for School Year 2023-2024
B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2022-2023 | |

- C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024
 - D) Discussion on School Safety and Security Committee Recommendation
 - E) Consultation with Attorney Concerning Legal Issues of 2023-2024 Internal Audit Plan
 - F) Pending and/or Potential Litigation
 - G) Possible Real Estate Acquisition
13. **RECONVENE IN OPEN SESSION**
14. **ACTION ON ITEM(S) IN CLOSED SESSION**
- A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2023-2024 279
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
 - B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2022-2023 280
 Item Submitted: Todd Miller, Assistant Superintendent for Human Resources
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
 - C) Discussion and Possible Action of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024 281
Presenter: Dr. Rosalba De Hoyos, Acting Superintendent
 - D) Discussion and Possible Action on School Safety and Security Committee Recommendation
 - E) Discussion and Possible Action on 2023-2024 Internal Auditor Plan
 - F) Pending and/or Potential Litigation
 - G) Possible Real Estate Acquisition
15. **SCHEDULE OF FUTURE MEETINGS**
- A) Special Board Meeting - Tuesday, August 29, 2023 - 4:00 P.M. Dr. Ricardo Chapa Board Room/Administration Building
 - B) Regular Board Meeting - Tuesday, August 29, 2023 - 5:00 P.M. Dr. Ricardo Chapa Board Room/Administration Building
 - C) Board Workshop- Monday, September 11, 2023 - 4:00 P.M. Dr. Ricardo Chapa Board Room/Administration Building
 - D) Regular Board Meeting - Monday, September 11, 2023 - 5:00 P.M. Dr. Ricardo Chapa Board Room/Administration Building
 - E) Regular Board Meeting - Monday, September 25, 2023 - 5:00 P.M. Dr. Ricardo Chapa Board Room/Administration Building
16. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

Pursuant to Texas Government Code 551.127, a member or employee of a governmental body is authorized to participate remotely in a meeting of the governmental body through a videoconference call, as long as a quorum of the governmental body is physically present at the location of the Board Meeting. Any video conference conducted pursuant to this section will comply with the technical requirements of this section.

Pursuant to Texas Government Code 551.129, the Board of Trustees may use a telephone conference call, video conference call, or communications over the internet to conduct a public consultation with its attorney in an open meeting of the governmental body, or, a private consultation with its attorney in closed meeting of the governmental body.

*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on August 11, 2023 at 4:00 P.M.
Natalia Goza
on behalf of the Board of Trustees*

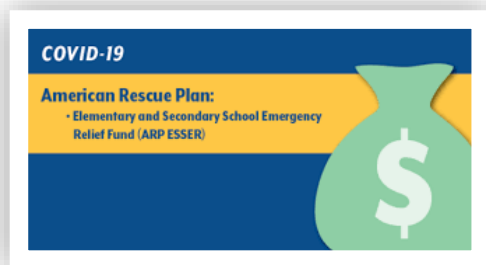


MC^AALLEN ISD

ESSER III

**Public Hearing to Discuss the 2023-2024 Safe Return to In-Person
Instruction and Continuity of Services Plan (RIPICS)
Board Meeting
August 14, 2023**

Highlights of the ESSER II & III Grant



The American Rescue Plan was signed into law in March 2021 with \$122 billion in Elementary and Secondary School Emergency Relief (ESSER) funds for school districts across the country becoming the single largest investment in federal elementary and secondary education in the nation's history.

The Coronavirus Response & Relief Supplemental Appropriations Act (CRRSA – ESSER II) was signed into law on December 27, 2020, providing an additional \$54.3 billion in Elementary and Secondary School Emergency Relief fund (ESSER II Fund).

Key Dates

- Pre-award March 13, 2020 – September 30, 2023, with a carryover to September 30, 2024 (ESSER III)
- Pre-award March 13, 2020 – September 30, 2023 (with a carryover) (ESSER II)
- ESSER III 2/3 application submitted Thursday, June 24, 2021. Notice of Grant Award (NOGA) was received Friday, July 16, 2021.
- Prior-Approval Requests Approved: Black Box Theaters, Kitchen Remodel, Marquee replacement, HVAC, Science & Technology Center, and Staff Development Expansion
- ESSER II application submitted Thursday, July 29, 2021. Notice of Grant Award (NOGA) was received Monday, September 13, 2021.
- ESSER III 1/3 additional allocation \$29,161.00 - amended our application by January 28, 2022.
- Safe Return to In-Person Instruction and Continuity of Services Plan (RIPICS) has to be updated a minimum of every six months with stakeholder input

Purpose of ESSER II/III

- To safely reopen and sustain the safe operation of schools.
- To address the impact the coronavirus pandemic has had on students.

Public Input Effort

- McAllen ISD launched a comprehensive stakeholder engagement process to gather feedback on how to spend these additional federal dollars to address unfinished learning and COVID-19 recovery and safe return to in-person instruction and continuity of services.

ESSER funds provides the District the opportunity to be able to invest in the future of our students by allowing us to offset our local operating costs to fund these projects. These projects align with McAllen ISD's Strategic Plan which includes the following goals and strategies:

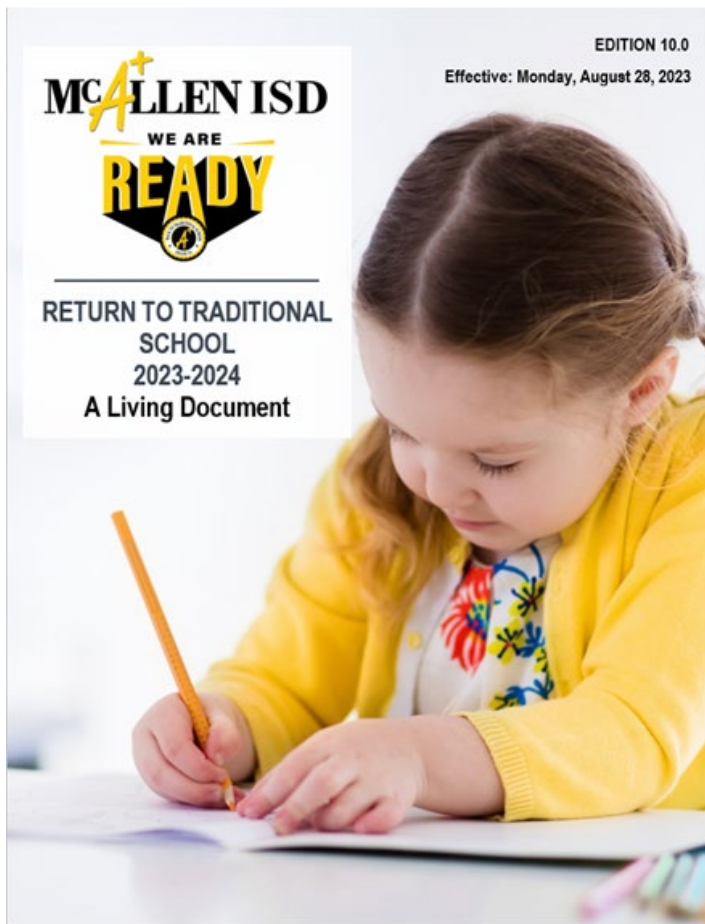
Goals:

1. Student Achievement/Student Focus
2. People Development
3. Facility Priorities
4. Financial Priorities

Strategies:

1. Branding
2. Attract/Retain High Quality Staff
3. Engaging Learning Environment
4. Rigorous/ World Class Standards Customized for Every Learner
5. Partnerships with Business/Civic/ Education Organizations
6. Future-Ready Students
7. Financial Priorities

Safe Return to In-Person Instruction and Continuity of Services Plan (RIPICS) - Return to Traditional School 10.0



www.mcallenisd.org/page/esser-iii

Thank you.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

SUBMITTED BY: *Dr. Cynthia Olivarez*
Dr. Cynthia Olivarez (Aug 9, 2023 16:37 CDT)

SUPERVISOR: *M. Elizondo*
Maribelle Elizondo (Aug 9, 2023 16:43 CDT)

Approved for presentation to the Board of Education:

Rosalba De Hoyos

13 _____
Acting Superintendent of Schools



Memorandum of Understanding

**Region One Education Service Center
Office of Adult Education and McAllen ISD**

This Agreement is entered into between the Region One Education Service Center's Adult Education Program, hereinafter as "Region One ESC" and the **McAllen ISD**, a nonprofit organization hereinafter referred to as **McAllen ISD** to establish an adult education and literacy program for eligible participants under provisions of the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act for a period beginning September 1, 2023, and ending August 31, 2024.

I. SCOPE OF SERVICES

Region One ESC agrees to provide:

- Qualified instructional and administrative personnel to provide a well-designed adult education and literacy instructional program.
- Professional development for adult education personnel.
- Instructional materials for adult education courses.
- Instructional supplies as appropriate based on course offerings.
- Assessment instruments to establish academic functional levels and/or progress of participants.
- Will ensure fiscal accountability and provide end-of-year programmatic performance reports.
- Workforce training based on availability of funding

McAllen ISD agrees to provide:

- Safe and secure facilities for the implementation of instructional services to adult learners.
- Assistance to Region One staff with recruitment of adult learners, within and outside of their service area. If the program is housed at a school system facility, adult learners are not required to reside and/or be zoned to the system to attend adult classes provided by Region One.
- Access to Internet services and facilities as deemed necessary for the program.

Facility to be used 2023-2024: McAllen ISD

Navarro Elementary 2100 W. Hackberry McAllen, TX 78501

II. CIVIL RIGHTS STATEMENT

The parties to this agreement shall: Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any

aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Section 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

III. TERMINATION OF MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, if either party becomes unable or fails to satisfactorily provide the services under this Agreement or decides to terminate for no cause, the Agreement may be terminated by either party with a thirty (30) day written notice.

The validity of this agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed this ____ / ____ / ____
day month year

Grantor: McAllen ISD
Address: 2000 N 23rd St.
City/St/Zip: McAllen, TX 78501

Region One Education Service Center
1900 W. Schunior
Edinburg, TX 78541

Debbie Crane Aliseda, President
McAllen ISD Board of Trustees

Dr. Daniel P. King, Executive Director
Region One Education Service Center

Approved as to form:
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Kacey Villafuerte
Kacey Villafuerte

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

SUBMITTED BY: 
Maribelle Elizondo (Aug 10, 2023 10:22 CDT)

SUPERVISOR: _____

Approved for presentation to the Board of Education:



16 _____
Acting Superintendent of Schools

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effect September 1, 2023 (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District, (referred to as “MISD”), a local entity of the State of Texas

Performing Party: The University of Texas Rio Grande Valley, (referred to as “UTRGV”) an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide Speech Language Intervention and Diagnostic Services (the “**Project**”) to the Receiving Party. This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**Services**”):

1. Speech Language Intervention
2. Speech Language Evaluations and Re-evaluations
3. Development of Individualized Education Plans (IEP) for students in Special Education; and
4. Submit 6-week progress report to Receiving Party

UTRGV will provide speech-language intervention and diagnostic services to MISD. Services are conducted by graduate students majoring in Communication Sciences and Disorders under the direct supervision of clinical faculty. All clinical supervisors hold the Certification of Clinical Competence (CCC) from the American Speech-Language Hearing Association and are licensed by the Texas State of Board Examiners for Speech-Language Pathology and Audiology.

Evaluations – Conduct speech evaluations of students referred to Contractor by representatives of the Departments.

MISD will refer students to Communication Sciences and Disorders Speech and Hearing Center (COMD) by representatives of MSID to conduct evaluations of their referrals. Speech/language pathology services (therapy) will be conducted direct and indirect to those students referred by MISD.

Speech/Language – Provide speech/language pathology services direct and Indirect to those students by the Departments. Services shall include written progress report for parents at the end of each six weeks grading period regarding the progress of each student receiving direct speech/language pathology services.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Section 11.157, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3)

it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The total cost-reimbursable amount of this Contract is up to \$15,000.00 (fifteen thousand dollars). Payment for services performed will be subject to the following set fees:

Evaluations - \$150.00 each

Speech-Language Pathology Sessions - \$12.50 per 15-minute units (per student)

An invoice will be sent on behalf of the Performing Party to the Receiving Party monthly.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party. The Receiving Party will make payments to the Performing Party within 30 days of receipt of invoice, referencing the Principal Investigator, Sponsored Project title, and invoice number to the address listed in the Notices section below.

TERM:

The term of this Contract begins on the Effective Date and expires on **May 31, 2024**.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:

McAllen ISD
2000 N. 23rd St.
McAllen, TX 78501
Attention: Dr. Jose A. Gonzalez
Email: jose.gonzalez@mcallenisd.net
Phone: (956) 618-6000

If to Performing Party:

The University of Texas Rio Grande Valley
1201 West University Drive, ESSBL 5.110
Edinburg, TX 78539
Attention: Office of Grants and Contracts
Email: grantsandcontracts@utrgv.edu

with copy to:

The University of Texas Rio Grande Valley
Speech and Hearing Center
1201 W. University Drive, EHABW 1.206
Edinburg, TX 78539
Attention: Betsaida Rodriguez
Email: Betsaida.rodriquez@utrgv.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

[Remainder of page left intentionally blank.]

Execution "Effective" as of the last signature by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

By: Debbie Crane Aliseda
Title: Board President

Date: _____

PERFORMING PARTY:

By: Can Saygin, Ph.D.
Title: Senior Vice President for Research & Dean
of the Graduate College

Date: _____

Approved as to form:
Walsh Gallegos Treviño Kyle &
Robinson P.C.

By: Leandra C. Ortiz
Leandra C. Ortiz (Jul 12, 2023 09:40 CDT)

Leandra C. Ortiz

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

SUBMITTED BY: *Dr. Cynthia Olivarez*
Dr. Cynthia Olivarez (Aug 9, 2023 16:37 CDT)

SUPERVISOR: *M. Elizondo*
Maribelle Elizondo (Aug 9, 2023 16:43 CDT)

Approved for presentation to the Board of Education:

Rosalba De Hoyos

22 _____
Acting Superintendent of Schools

CONTRACT TRAINING AGREEMENT
South Texas College

This **Contract Training Agreement** is made and entered into as of the 19th day of June 2023 and is by and between **SOUTH TEXAS COLLEGE (STC)**, an institution of higher education authorized by the laws and Constitution of the State of Texas, and **MCALLEN INDEPENDENT SCHOOL DISTRICT (ISD)**, a Texas public school district.

WHEREAS, the ISD requires training and educational services, as more fully described in **Attachment “A,”** and STC has the expertise, resources, personnel, and experience required to provide such services;

WHEREAS, this Agreement is of mutual interest and benefit to STC and the ISD;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the ISD and STC (sometimes collectively referred to herein as the “Parties”) agree as follows:

1. Services, Term, and Fees

a. During the term of this Agreement, STC shall provide training services to the ISD as set forth in **Attachment “A”** (the “Services”) which is incorporated herein by reference. The Services may be modified with the advance written consent of the Parties. If there is any conflict between the terms and conditions of the Services described in **Attachment “A”** and those contained in the body of this Agreement, the terms of the Agreement shall control.

b. The ISD shall pay STC for the Services in accordance with the terms and conditions set forth in **Attachment “A.”**

c. The term of this Agreement shall be from September 1, 2023, to June 30, 2024

2. STC’s Responsibilities and Representations

a. STC represents that all persons connected with STC who are directly in charge of providing the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

b. STC represents that to the best of its actual knowledge, as a result of providing the Services, there are no conflicts of interest between the ISD and any other person or entity for whom STC is providing or has provided training services. If, during the course of this Agreement, STC becomes aware of facts that constitute or may reasonably lead to a conflict of interest, STC shall promptly notify the ISD.

c. Except as may be expressly set forth in **Attachment “A,”** STC represents that its performance does not depend on the acquisition of rights from any third party and that the

conveyance of any deliverables described as part of the Services will not knowingly infringe on the intellectual property rights of any third party.

d. STC shall: i) designate an administrator to oversee and administer STC's performance of the Services; ii) provide one or more qualified trainers, training materials and equipment appropriate for the Services; iii) assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by STC in connection with providing the Services; iv) ensure that any facilities that will be used for the Services will be open and ready for use on the date(s) and time(s) specified for the Services, if the Services will take place at STC; and v) provide certificates of completion for the participants who complete the training requirements as outlined in the Services.

3. ISD's Responsibilities and Representations

The ISD shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; iii) make all required payments to STC in accordance with the Texas Prompt Payment Act (Texas Govt. Code Chapter 2251); and, iv) pay 25% of the total fee to STC if the ISD cancels the Services within 30 days of the first day on which the Services were to be provided, unless the cancellation is permitted by the terms of this Agreement.

4. Default and Termination

a. If a party breaches this Agreement, the other party may, so long as such party has not caused the breach, terminate this Agreement upon ten (10) days written notice describing the details of the breach. The termination shall, however, not be effective if the breach is fully cured prior to the end of the ten (10) day period.

b. STC or ISD may for any reason, or no reason, terminate this Agreement at any time upon giving thirty (30) days advance written notice to the other party. If either party terminates this Agreement for convenience, it shall have no financial liability to the other party of any kind other than refunding any sums paid for any services that were not performed.

c. The ISD acknowledges and agrees that by providing the Services, STC is not making any representation or warranty concerning the ISD's future performance or success and that STC is not responsible in any way for the operation of the ISD's business.

d. If STC breaches its obligations under this Agreement, STC may correct or replace any of the Services or repay the portion of the compensation paid by the ISD corresponding to the non-conforming Services. If either party breaches its obligations under this Agreement, neither party shall be liable to the other for any other damages, either special, direct, indirect, incidental, consequential, or otherwise, and in no event shall the liability of STC exceed the total amount paid by the ISD under this Agreement for breach of the Agreement.

e. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the Parties, as the case may be.

f. STC, as part of an institution of higher education and recipient of federal and state funding, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on the basis of race, ethnicity, gender, creed, age, disability or Veterans status in any program or activity of STC. This Agreement, and the Services offered pursuant to this Agreement, are subject to the provisions of those laws and regulations, and the ISD agrees that it will cooperate in any civil rights investigation conducted by STC or any external agency regarding the Services or STC’s performance of this Agreement.

g. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Each party submits to the exclusive jurisdiction of the courts located in Hidalgo County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

h. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party. STC shall not subcontract, either directly or indirectly, any of its responsibilities hereunder without the prior written consent of the ISD.

6. Federal Terms and Conditions. Because this Agreement is funded by federal funds, STC agrees to any and all applicable Terms and Conditions set out in Attachment B.

IN WITNESS WHEREOF, South Texas College and McAllen ISD have executed and delivered this Agreement as of the date first above written.

(STC) SOUTH TEXAS COLLEGE:

MCALLEN INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Ricardo Solis,
President

By: _____
Debbie Crane Aliseda,
Board of Trustees President

By: _____
Dr. Anahid Petrosian,
Vice President

Approved as to form:
Walsh Gallegos Treviño Kyle & Robinson P.C.

By: _____
Olivia de la Rosa,
Dean

By: Stacy Castillo
Stacy Castillo (Jul 17, 2023 11:03 CDT)
Stacy Tuer Castillo
Attorney

Type of Funding: *Federal X; CFDA ___; State ___; Local ___; Private ___*

Upon the execution of this Agreement, please return both copies in the envelope provided for your convenience. When all signatures are obtained, one fully executed original will be returned for your records. Please mail to:

South Texas College
Department of Continuing Education
Attn. Olivia de la Rosa, Dean
2621 W. Pecan Blvd.
McAllen, TX 78501
Phone (956) 872-3856
Fax (956) 872-6753

ATTACHMENT A

SERVICES AND COSTS

South Texas College will provide Basic Cake Decorating, Intermediate Cake Decorating, Advanced Cake Decorating, CPR Training, GED Spanish Review, GED Spanish Review II, Intro to Welding, Intro to Welding Multiple, Food Safety and Sanitation, Serv Safe Manager, Basic Spanish and Child Care training to McAllen ISD participants. Upon successful completion of each course, participants will receive CEU's (Continuing Education Units) and a Certificate of Completion.

Program Title: MISD Parent and Family Engagement Program

Total No. of Hours: Basic Cake Decorating, Intermediate Cake Decorating, Advanced Cake Decorating-12 hours, CPR Training- 4 hours, GED Spanish Review, GED Spanish Review II-40 hours, Intro to Welding, Intro to Welding Multiple- 54 hours, Food Safety and Sanitation, Serv Safe Manager-4 hours, Basic Spanish-40 hours; and Child Care 20 hours.

STC Administrator Responsible: J. Raul Ruiz, Program Developer & Coordinator

District Contact: Dr. Cynthia Olivarez, Director for State and Federal Programs
Phone: (956) 632-3232
Email: cynthia.olivarez@mcallenisd.net

District Billing: 2000 N. 23rd St.
McAllen, TX 78501

Dates: September 1, 2023, through June 30, 2024

Time: Various

Location: McAllen Independent School District Facilities

Program	# of Sessions	Min # of Students	Tuition	Supplies	Total per Student	Total Per Session	*Total per all Session
Basic Cake Decorating	1	15	\$38.40	\$70.00	\$108.40	\$1,626.00	\$1,626.00
Basic Cake Decorating	5	15	\$38.40	-	\$38.40	\$576.00	\$2,880.00
Intermediate Cake Decorating	1	15	\$38.40	\$70.00	\$108.40	\$1,626.00	\$1,626.00
Intermediate Cake Decorating	5	15	\$38.40	-	\$38.40	\$576.00	\$2,880.00
Advanced Cake Decorating	1	15	\$38.40	\$70.00	\$108.40	\$1,626.00	\$1,626.00
Advanced Cake Decorating	5	15	\$38.40	-	\$38.40	\$576.00	\$2,880.00
CPR Training	4	10	\$21.60	-	\$21.60	\$216.00	\$864.00
GED Spanish Review	2	15	\$192.00	-	\$192.00	\$2,880.00	\$5,760.00
GED Spanish Review II	2	15	\$192.00	-	\$192.00	\$2,880.00	\$5,760.00
Intro to Welding	2	15	\$251.10	\$400.00	\$651.10	\$9,766.50	\$19,533.00
Intro to Welding Multiple	2	15	\$251.10	\$400.00	\$651.10	\$9,766.50	\$19,533.00
Food Safety and Sanitation	3	15	\$18.60	\$50.00	\$68.60	\$1,029.00	\$3,087.00
Serv Safe Manager	2	15	\$18.60	\$70.00	\$88.60	\$1,329.00	\$2,658.00
Basic Spanish	2	15	\$192.00	-	\$192.00	\$2,880.00	\$5,760.00
Child Care	2	15	\$108.00	-	\$108.00	\$1,620.00	\$3,240.00
GRAND TOTAL						\$79,713.00	

*The minimum cost per session per program shall remain as shown in the *Total per Session* column as the “Recovery of Cost” in order for STC to complete training for all remaining students. Additional students will be charged at the rate listed in the *Total per Student* column for each program.

ATTACHMENT B

FEDERAL TERMS AND CONDITIONS

**EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE
REGULATIONS (EDGAR)
Contracts Under Federal Awards
Terms and Conditions**

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by McAllen Independent School District (“DISTRICT”) and the DISTRICT’S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the DISTRICT expends federal funds, the DISTRICT reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- (B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT’S best interest.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30

F.R. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when the DISTRICT expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the DISTRICT expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- Pursuant to Federal Rule (E) above, when the DISTRICT expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the DISTRICT resulting from this procurement process.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by MISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by MISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- Pursuant to Federal Rule (F) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).
- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Pursuant to Federal Rule (G) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- (J) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

- (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled

by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

- (L) Domestic Preferences for Procurements - §200.322. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United States when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

- (M) Procurement of Recovered Materials. For all contracts greater than \$10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c) (3) (A) (i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

- (N) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- (O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- (P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.
- (Q) Certification of Access to Records – 2 C.F.R. § 200.336. Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- (R) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.
- (S) Certification of Compliance with the Energy Policy and Conservation Act. When DISTRICT expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
- (T) Certification of Compliance with Buy America Provisions. DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.
- (U) For all professional services contracts paid with federal funds, the contract contains the following provisions:
1. All services will be completed during the effective dates of the contract.
 2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
 3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
 4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
 5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
 6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount

and/or percentage of the total contract amount to be charged to each funding source.

7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

(V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

(W) The Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a

prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).

9. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-25.2).
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 14, 2023

SUBJECT: Discussion and Possible Action of Interlocal Cooperation Contract No. 2024-009 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program.

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The AmeriCorps Program ("Program"), through The University of Texas Rio Grande Valley ("UTRGV"), helps promote college awareness at the high school level. UTRGV Program have been collaborating with District since 2016.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The UTRGV students ("Members") enrolled in the Program will assist high school seniors and their parents with various steps of the college application process, including guidance with searching and applying for financial aid and scholarships; and supporting students as they make the transition from high school to a college or university. The Service will be provided by Program members at each high school.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Interlocal Cooperation Contract No. 2024-009 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for a term of nine (9) months, beginning September 4, 2023 through June 30, 2024.

SUBMITTED BY: 
Norma Cabrera (Aug 10, 2023 17:11 CDT)

SUPERVISOR: 
Maribelle Elizondo (Aug 10, 2023 20:50 CDT)

For further information contact:
Name: Norma Cabrera
Office: 956-618-6098
email: norma.cabrera@mcallsisd.net

Approved for presentation to the Board of Education:



INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective September 4, 2023 (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District (McAllen ISD), a local entity of the State of Texas.

Performing Party: University of Texas Rio Grande Valley (UTRGV), an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (the “**Project**”). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

- Assign AmeriCorps members for academic year (2023-2024) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 20 hours of service per week, over a 9-month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible, and desirable.
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation).
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- MISD acknowledges that as a service provider under agreement with MISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

Act (FERPA) (20 U.S.C. § 1232g;34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e., reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2023-2024.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax : (956) 686-8362
Attention : Dr. Jose A. Gonzalez

with copy to: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax : (956) 972-5717
Email : norma.cabrera@mcallenisd.net
Attention : Norma Cabrera

If to Performing Party: University of Texas Rio Grande Valley
701 E. Expressway 83, MRIOB 6.676
McAllen, Texas 78501
Attention: Mr. Michael Mueller

with copy to: University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104B
Edinburg, Texas 785439
Attention: Dr. Magdalena Hinojosa

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax: (956) 686-8362
Email: Jose.Gonzalez@mcallenisd.net
Attention: Dr. Jose A. Gonzalez

with copy to:

McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax : (956) 972-5717
Email : norma.cabrera@mcallenisd.net
Attention : Norma Cabrera

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts' Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third-party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor’s Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the “*Public Information Act*”), as those provisions apply to the parties’ respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

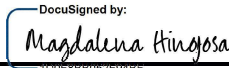
McAllen Independent School District

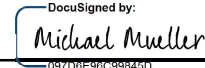
By: _____
Name: Debbie Crane Aliseda
Title: Board of Trustees President

Date: _____


PERFORMING PARTY:

University of Texas Rio Grande Valley

By: 
Name: Dr. Magdalena Hinojosa
Title: Senior Vice President
for Strategic Enrollment and Student Affairs
Date: 6/16/2023

By: 
Name: Mr. Michael Mueller
Title: Executive Vice President
for Finance and Business Affairs and CFO
Date: 6/20/2023

Approved as to form:
Walsh Gallegos Treviño Kyle &
Robinson P.C.

By: 
Leandra C. Ortiz

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective September 4, 2023 (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District (McAllen ISD), a local entity of the State of Texas.

Performing Party: University of Texas Rio Grande Valley (UTRGV), an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (**the “Project”**). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

- Assign AmeriCorps members for academic year (2023-2024) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 20 hours of service per week, over a 9-month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible, and desirable.
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation).
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- MISD acknowledges that as a service provider under agreement with MISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

Act (FERPA) (20 U.S.C. § 1232g;34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e., reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2023-2024.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax : (956) 686-8362
Attention : Dr. Jose A. Gonzalez

with copy to: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax : (956) 972-5717
Email : norma.cabrera@mcallenisd.net
Attention : Norma Cabrera

If to Performing Party: University of Texas Rio Grande Valley
701 E. Expressway 83, MRIOB 6.676
McAllen, Texas 78501
Attention: Mr. Michael Mueller

with copy to: University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104B
Edinburg, Texas 785439
Attention: Dr. Magdalena Hinojosa

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax: (956) 686-8362
Email: Jose.Gonzalez@mcallenisd.net
Attention: Dr. Jose A. Gonzalez

with copy to:

McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Fax : (956) 972-5717
Email : norma.cabrera@mcallenisd.net
Attention : Norma Cabrera

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts' Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third-party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor’s Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the “*Public Information Act*”), as those provisions apply to the parties’ respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

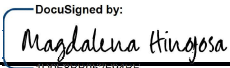
McAllen Independent School District

By: _____
Name: Debbie Crane Aliseda
Title: Board of Trustees President

Date: _____


PERFORMING PARTY:

University of Texas Rio Grande Valley

By: 
Name: Dr. Magdalena Hinojosa
Title: Senior Vice President
for Strategic Enrollment and Student Affairs
Date: 6/16/2023


By: 
Name: Mr. Michael Mueller
Title: Executive Vice President
for Finance and Business Affairs and CFO
Date: 6/20/2023


Approved as to form:
Walsh Gallegos Treviño Kyle &
Robinson P.C.

By: 
Leandra C. Ortiz

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

SUBMITTED BY: 
Norma Cabrera (Aug 10, 2023 17:11 CDT)

SUPERVISOR: 
Maribelle Elizondo (Aug 10, 2023 20:51 CDT)

Approved for presentation to the Board of Education:



46
Acting Superintendent of Schools



Office of the President

3201 W. Pecan Blvd.
McAllen, TX 78501
Ph: (956) 872-8366

P.O. Box 9701, McAllen, TX 78502-9701
southtexascollege.edu

June 1, 2023

Dr. Jose A. Gonzalez
Superintendent
McAllen ISD
2000 N. 23RD ST.
McAllen, TX 78501

Dear Dr. Gonzalez,

The South Texas College Dual Credit Program has made a lasting, positive impact on high school students in Hidalgo and Starr Counties since its inception in 1997. Our Dual Credit Program offers students unique and incredible opportunities for access to higher education and workforce training. These students then successfully transition into a postsecondary education setting or entrance into the competitive workforce sector.

Over the years, the success of the program has been a collaborative effort of partnership and commitment to student success by South Texas College and your district. Through the identification of critical needs and opportunities, the program continues to meet the academic rigor and standards of excellence required, and has served as a tool for developing college readiness and provided students with a clear pathway to college. Through our partnership, we continue to strengthen the framework of the program to better lead students to the successful completion of their academic goals.

Enclosed is an electronic copy of the 2023-2024 Dual Credit Programs Interlocal Agreement between South Texas College and McAllen ISD. This Interlocal Agreement is the contract that encompasses all dual credit programs, including Designated High Schools and the Academies Program as required by the Texas Higher Education Coordinating Board (THECB).

Please print and sign two copies of the agreement. Upon execution of the agreement, you may contact Nicole Garcia, Administrative Assistant for Dual Credit Programs at (956) 872-3520 or via email at ngarcia4@southtexascollege.edu. She will coordinate pick up of the interlocal agreement.

I thank you for your continued support of our partnership and dedication to the success of the program.

Respectfully,

Dr. Ricardo J. Solis
President



SOUTH TEXAS
COLLEGE

Interlocal Agreement South Texas College Dual Credit Programs

SOUTH TEXAS COLLEGE (herein called the “College”) and MCALLEN INDEPENDENT SCHOOL DISTRICT (herein called the “School District”) enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM

This IA shall be in effect from August 22, 2023 to August 22, 2024, and posted during this term on the College’s and School District’s respective internet websites.

OVERVIEW

The College is committed to serving the students and communities of South Texas through collaborative work with school districts in the College’s service area. A major initiative promoting a college-going and college graduation culture is the **South Texas College Dual Credit Programs**, which complies with the rules set forth by the State of Texas (TAC Title:19 Chapter 4, Subchapter D, Rule § 4.84) for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students; therefore,

1) IA PURPOSE

The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in the Dual Credit Programs. This IA is the agreement that encompasses all programs and initiatives under the Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional IA is required by the Texas Education Agency for Early College High Schools, and P-TECH schools.

2) RECOGNITION OF HIGHER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students’ completion* of dual credit **courses, degrees, or certificates**, will recognize South Texas College. Furthermore, when the School District advertises and/or publicizes, including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as their Higher Education partner. The following statement must be included in all the School District’s publications and/or advertisements in regards to the Dual Credit Programs:

“[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.”

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College’s ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at www.southtexascollege.edu/go/dual-credit-marketing (see Exhibit B for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 11 of this document.

3) **ACADEMIC POLICIES & PROCEDURES**

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through DegreeWorks for all dual credit students.

The School District acknowledges that the College is in the process of replacing its existing Board Policies. As the existing Policies are retired and replaced, the College shall notify the School District and provide a copy of the replacement policy. If necessary, the College and the School District will modify this IA to incorporate the new policies.

a) Eligible Courses

Academic courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual. Workforce courses are developed based on the guidelines published in the Workforce Education Course Manual. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

b) Faculty Qualification, Selection, Supervision, and Evaluation

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called “Dual Credit Faculty”) to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College’s respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College’s policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual - Academic Affairs Division***.

- i. The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements as stated in the College’s ***Board Policy #4151 Academic and Professional Credentials for Faculty***, which includes the criteria used by the College to determine teaching eligibility.
- ii. The College will ensure that College Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.
- iii. School District faculty approved as Dual Credit Faculty must be cleared by the College’s Office of Human Resources to teach any dual credit courses.
- iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the College.
- v. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the LMS Fundamentals and Academic Continuity Certifications offered through the College’s Distance Learning Department, prior to teaching dual credit courses.
- vi. College and Dual Credit Faculty teaching dual credit courses are required to check their class rosters during the first week of classes by accessing Starfish through JagNet to make sure that all students attending the class are enrolled in the dual credit course and are required to refer any students not on the roster to the appropriate School District counselor and the Dual Credit Enrollment Services Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.

- vii. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the *DELTA Online Academy* course offered through the College's Office of Professional and Organizational Development during the first semester teaching dual credit courses. Dual Credit Faculty not completing this Academy will not be allowed to continue teaching the following academic year. This Academy focuses on relevant College policies, and procedures, resources, faculty responsibilities, and maintaining a college environment in the classroom. The *DELTA Online Academy* course includes required training on Title IX and related Texas laws, and covers topics including but not limited to mandatory reporting duties, sexual harassment under federal and state law, and prevention techniques.
- viii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester so that the Dual Credit Faculty can coordinate their teaching responsibilities at the high school to attend the required department meetings.
- ix. The School District will allow release time from School District duties for all high school librarians to attend no more than two required library summits organized by the College and held on weekdays during the school year.
- x. College Faculty and Dual Credit Faculty teaching college-level courses are expected to communicate with students who need academic assistance and direct them to the appropriate College or School District support services. The College provides students access to college resources and support services at no cost.
- xi. The School District will forward any concerns regarding Dual Credit Faculty or College Faculty teaching the college-level course to the College Department Chair for investigation. To address and resolve the concerns, a meeting shall take place between the College Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- xii. The Dual Credit Faculty or College Faculty assigned to teach a dual credit course is charged with the duties and responsibilities as the instructor of record. In cases where the course is a Distance Learning course taught at the partner school, as stated in [Board Policy #3115 Distance Education](#), the instructor of record, not an assistant, is the one responsible for the delivery of instruction and evaluation of student progress. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.
- xiii. Texas House Bill 3979 and Senate Bill 3 (87th Legislature), **which relate to civic instruction and instruction policies in public schools in the state**, do not apply to community colleges or to dual credit students, as long as the curriculum being taught is the College's curriculum. This is the case even if the College curriculum is taught by a high school teacher in their capacity as a Dual Credit Faculty member.
- xiv. This IA recognizes the unique and sometimes challenging position of Dual Credit Faculty. Nevertheless, although Dual Credit Faculty are full-time employees of the School District

where they teach College courses(s), Dual Credit Faculty shall follow all applicable College policies during dual credit instructional time. Accordingly, Dual Credit Faculty are expected to fulfill their responsibilities as Dual Credit Faculty while also complying with the expectations and policies of their School District and Principal.

- xv. Expectations of Dual Credit Faculty when teaching a college-level Course for the College:
- College-Level Course Work: The rigor of college-level coursework often requires additional time outside of class for students to meet course learning objectives and outcomes. Dual Credit Faculty should not decrease the amount of out-of-class work assigned to students enrolled in Dual Credit course(s).
 - Issuing of College Grade: Dual Credit Faculty should not inflate the college letter grade, which might differ from the high school numeric grade.
 - Contact Hours Pertaining to Dual Credit Students: Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. In accordance with the College [Board Policy #3335 Student Attendance](#), the student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.
 - Dual Credit Faculty shall treat students equally and should not use unreasonable measures to help a particular student who, in the estimation of the Dual Credit Faculty member, is failing the course due to the student's classroom performance, lack of participation and/or excessive student absences.

c) Location, Facilities, Teaching Environment, and College Courses

The location of dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards.

i. Facilities

The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class including the following:

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District; and
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to first class day. School District shall ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner which complies with the College's program requirement.

ii. Teaching Environment

The School District will ensure that the classroom environment is conducive to college-level learning by:

- Designating a classroom for the dual credit classes;
- Displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session";

- Assuring no interruptions take place in the College dual credit class while in session, such as removing dual credit students in order to participate in high school activities and making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and
 - Enforcing the faculty members' student attendance requirements as stated in the course syllabus and as supported by [Board Policy #3335 Student Attendance](#). This policy provides guidelines related to student attendance and authorizes faculty to drop a student, prior to the withdrawal deadline, when in the opinion of the faculty, the student would have difficulty in successfully completing the course.
- iii. College Courses
Faculty teaching dual credit courses must use the College's approved Learning Management System. The College maintains security measures to protect faculty and students while learning in an online environment. More detailed information can be accessed on the Dual Credit Programs webpage at the following link:
<https://www.southtexascollege.edu/dual/index.html>.
- iv. Course Delivery
The School District will ensure that all dual credit courses taught by Dual Credit Faculty are conducted through face-to-face instruction. Only in circumstances, when a State of Emergency is activated, may a Dual Credit Faculty be approved to conduct online instruction to adhere to the College's Instructional Contingency Plan, using the College's Learning Management System.
- d) Course Curriculum, Instruction, and Grading
School Districts that participate in the Dual Credit Programs at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual***, including the following:
- i. Academic Instructional Calendar
Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.
- ii. Monitoring Instruction
The School District will work with the College so College personnel will have the opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.
- iii. Books and Supplemental Materials
The School District will provide textbooks for each registered student, equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for

four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first class day. Exceptions must be discussed with the Dean of Dual Credit Programs and the Department Chair.

iv. Transportation

The School District will provide transportation to dual credit students in accordance with State law and School District rules and procedures. Students enrolled in dual credit courses at the College may be transported by the School District.

v. Grading Procedures

All Dual Credit Faculty will follow the College Grading System as stated in the College's [Board Policy #3310 Grading System: Credit Programs](#), as well as the grading criteria in the department approved syllabus.

vi. Submission of College Grade

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and School District officials will not unreasonably interfere with the faculty member's authority to assigning College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

vii. Grade Appeal

The School District will direct students to follow the College's Grade Appeal process. An electronic copy of these documents may be accessed on the Academic Affairs Department webpage at the following link:

https://academicaffairs.southtexascollege.edu/grade_appeals/

viii. Reporting Required Critical Student Performance Information

The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the end of the beginning of the College's finals exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
 - Fall 2023 and Spring 2024: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
 - Summer 2024: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to indicate reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the *Dual Credit Programs Instructional and Quality Standards Manual*.

e) Dual Credit Policies

This IA is subject to the following policies:

- i. **Board Policy #3230 Dual Credit Programs with Partnering School Districts**
 - Lists general provisions that partnering School District must comply with; and
 - States that tuition and fees for dual credit students sponsored by partnering School District will be charged as approved by the College's Board of Trustees.
- ii. **Board Policy #3232 Dual Credit Student Eligibility Requirements**
 - Outlines the dual credit student eligibility requirements;
 - Stipulates limitations on what courses and how many hours may be taken;
 - Mandates student compliance with Financial Aid Satisfactory Academic Progress (SAP); and
 - Levies the independent student tuition and fees for students enrolled in (non-S) section(s) with approval by the College.
- iii. **Board Policy #3320 Academic Progress Standards**
 - States expectation that students meet academic standards for coursework at the College;
 - Defines levels of academic status GPA criteria; and
 - Explains student academic progress standards including probation, suspension, and readmission.
- iv. **Board Policy #3322 Student Financial Aid - Satisfactory Academic Progress (SAP)**
 - Cites Federal regulations that require the College to monitor Satisfactory Academic Progress (SAP) for all students, including dual credit students, in order to determine financial aid eligibility; and
 - Cites regulations that require the evaluation of quantitative (67% course completion rate and maintaining at least a 2.0 cumulative GPA) standards, as well as completion of a degree or certificate within 150% of normal time frame.

4) **STUDENT ENROLLMENT & SUPPORT SERVICES**

a) Student Eligibility

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's *Dual Credit Programs Enrollment and Support Services Manual*. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link:

<https://www.southtexascollege.edu/dual/index.html>.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's **Board Policy #3200 Student Admissions**. The School District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success and to will comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document

may be accessed on the Dual Credit Programs webpage at the following link:
<https://www.southtexascollege.edu/dual/index.html>.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment minimum passing score requirements established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board Policy #3320*** and ***Board Policy #3322***. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether or not they receive aid, and these requirements are applicable to dual credit students who are still in high school.

b) ***Collaboration and Outreach Efforts***

The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program on the College's dual credit website.

c) ***Course Load***

As stated in the College's ***Board Policy #3232 Dual Credit Student Eligibility Requirement***, dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students will be limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students should not exceed four (4) dual credit courses per Fall and Spring semesters. Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Engineering. The Dual Credit Programs is subject to all applicable College policies and procedures.

Non-S Section Enrollment

Students who want to enroll in regular (non-S) section(s) must submit a request and be approved by the Dean of Dual Credit Programs and School District Partnerships. Students can only be enrolled in courses within their declared major. Any student approved to enroll in a regular (non-S) section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a regular (non-S) section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be requested by the School District. Criteria are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

d) Student Composition of Class

As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the School District may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- i. If the course is required for completion under State Board of Education High School graduation requirements, and the School District is otherwise unable to offer such a course.
- ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

Dual Credit Sections

Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled by the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering school districts approval, if available.

e) Advising

The College and the School District offer college advising services for dual credit students, in addition to a College Advising Training Program for High School District Counselors held by the College.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

f) Pathways Alignment

The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

g) Counseling and Student Accommodations

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodations for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible to provide the academic accommodations. If the class is taught by STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

h) *Student Complaints*

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to [***Board Policy #3313, Student Grievance or Complaint***](#) and follow the process and procedures as detailed in the College's [***Student Handbook***](#) and/or the [***Employee Handbook***](#), depending on whether the report or complaint relates to another College student or College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct in a Dual Credit course will be handled in accordance with the policy and procedures outlined in [***Board Policy #4216, Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited***](#). A student may report a grievance or complaint at the following link: <https://www.southtexascollege.edu/report/index.html>.

i) *Student Conduct*

All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

j) *Transcription of Credit*

The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student

completion of the requirements each course.

k) Commencement Ceremonies

To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date, except when a State of Emergency is activated. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

5) **FINANCIAL SUPPORT SERVICES**

a) Faculty Stipend

School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College *Dual Credit Programs Instructional and Quality Standards Manual*.

b) Tuition & Fees

The School District will be charged tuition and fees as outlined in *Exhibit A: Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2023-2024*. The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary during the year.

c) Invoicing

The College will invoice the School District that sponsors the student for the applicable charges, in accordance with the *Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2023-2024*, as approved by the College Board of Trustees (see Exhibit A).

d) Faculty Charges

When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2023 (Fall 2023 semester), January 8, 2024 (Spring 2024 semester), May 20, 2024 (Summer I semester), and June 26, 2024 (Summer II). Should a School District cancel dual credit course(s) with an assigned College Faculty after the advertised deadline, a Late Dual Credit Section Cancellation Fee will be assessed.

This agreement is outlined in the *Dual Credit Programs Instructional and Quality Standards Manual*. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

6) **DATA SHARING**

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy

of student data.

The School District agrees to provide directory information for all 11th and 12th grade students enrolled in the district for recruitment purposes. The School District will provide an electronic secure file to the Director of College Connections and Admissions for Traditional students by the end of September. The file will include student names, school emails, home phone numbers, and home addresses.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to our partners with a signed IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

The School District may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu.

7) **HUMAN RESOURCES DEPARTMENT, DATA PRIVACY & SHARING AGREEMENT**

The School District will collaborate with the College to ensure that all School District faculty applying to teach in the Dual Credit Programs meet the credential requirements as stated in the College's [*Board Policy #4151 Academic and Professional Credentials for Faculty*](#), and submit all required documents for the approval/hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a college course is required to be reported to the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.

8) **TITLE IX OF THE EDUCATION AMENDMENTS 1972**

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's [*Board Policy #4216 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited*](#) and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: <https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>.

Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et. seq.), and its implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the

Title IX Coordinator and the Title IX Deputy Coordinators for the College are located at the following link: <https://www.southtexascollege.edu/about/notices/title-ix.html>.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act**, to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District official and the College representative(s) will work in a collaboratively and timely manner in connection with any to share any and all information necessary in the event of an claims or investigation arising under Section 8 of this IA. of a personnel matter (see Exhibit C).

Title IX Protocol

- a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.
- b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.
- c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.
- d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.
- e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.
- f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as

policy otherwise requires (e.g., mandated reporting responsibilities)g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

g) Control:

- i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
- ii. A party who provides instruction in the venue of the other party does not control that venue.

h) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

i) Student:

- i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
- ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

j) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

k) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

9) NON-DISCRIMINATION

The College prohibits discrimination, including harassment and sexual misconduct, against any employee, applicant for employment, student, or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit [Board Policy #4216 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited](#).

10) INTERLOCAL AGREEMENT (IA)

This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

11) NOTIFICATION OF NON—COMPLIANCE AND TERMINATION OF AGREEMENT

If a party fails to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

EXECUTED IN TWO (2) Original counterparts on this _____ day of _____ 20_____.



Dr. Ricardo J. Solis
President
South Texas College

Dr. Rosalba De Hoyos
Acting Superintendent
McAllen ISD

Rose Benavidez
Chair, Board of Trustees
South Texas College

Debbie Crane Aliseda
President, Board of Trustees
McAllen ISD

Approved as to form:
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz
Leandra C. Ortiz (Jul 25, 2023 09:34 CDT)
Leandra C. Ortiz

EXHIBIT A
DUAL CREDIT STUDENTS
SPONSORED BY PARTNERING SCHOOL DISTRICTS
Tuition and Fees
FOR FY 2023-2024

	Board Approved FY 2021-2022	Board Approved FY 2022-2023	Board Approved FY 2023-2024
DUAL CREDIT TUITION:			
Per credit hour tuition for in-district dual credit students sponsored by partnering school districts	0.00	0.00	0.00
DIFFERENTIAL TUITION PER CREDIT HOUR FOR COURSES OFFERED ON A SOUTH TEXAS COLLEGE CAMPUS OR FACULTY:			
Associate Degree Nursing	0.00	0.00	0.00
Emergency Medical Technology	0.00	0.00	0.00
Occupational Therapy Assistant	0.00	0.00	0.00
Patient Care Assistant	0.00	0.00	0.00
Pharmacy Tech	0.00	0.00	0.00
Physical Therapist Assistant	0.00	0.00	0.00
Radiologic Technology/Sonography	0.00	0.00	0.00
Respiratory Therapy	0.00	0.00	0.00
Vocational Nursing	0.00	0.00	0.00
COURSE FEES:			
Electronic Distance Learning/VCT Course Fee per credit hour (Summer 2020 Sessions - Fee waived) (Fall 2020 Session - Fee waived)	10.00	10.00	0.00
Hybrid Course Fee per credit hour	0.00	0.00	0.00
NAH and Other Course Fees: <i>Liability Insurance/Exams/Booklets/Badges/Special Program ID/Certificates/Pinning Ceremony/Other Activities</i>	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
INCIDENTAL FEES:			
Fee per credit hour for dual credit students attempting a course three or more times	125.00	125.00	125.00
Dual Credit Late Processing Fee per course per student after Census Day	200.00	200.00	200.00
DUAL CREDIT ACADEMIES:			
Dual Credit Academies Participation Fee - Fall and Spring, per Student per Semester (Charged to School District)	600.00	600.00	600.00
Dual Credit Academies Participation Fee - Summer, per Student per Credit Hour (Charged to School District)	50.00	50.00	50.00

Board Approved_DualCreditTuitionandFees FY 2023-2024_March 28, 2023

Exhibit B Sample Recognition

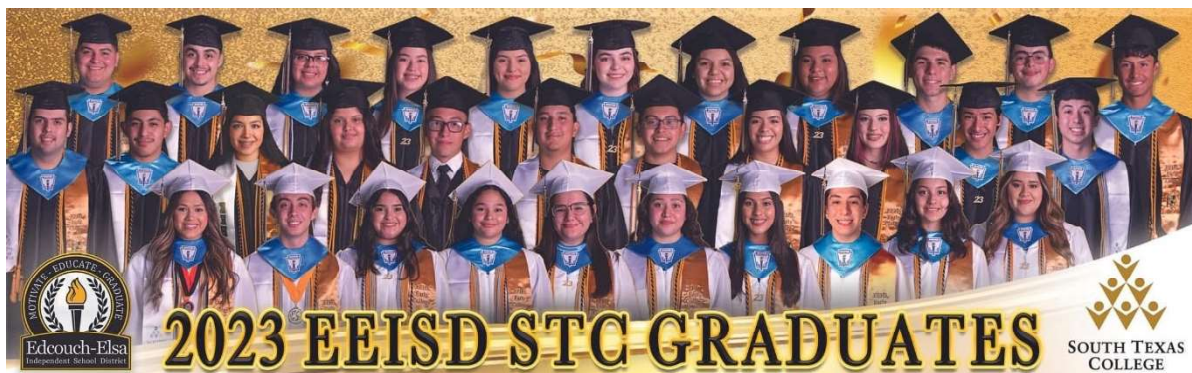
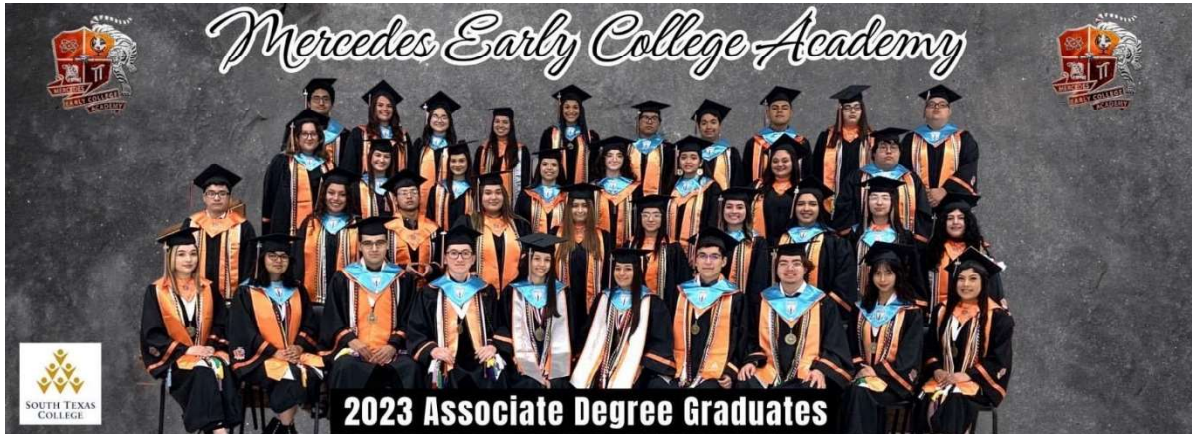


EXHIBIT C

School District Title IX Investigator/Coordinator

As stated in Section 8, the School District hereby ~~designate~~ the Liaison listed below who, the School District certifies, is trained to investigate and address matters relating to Title IX and alleged civil rights violations, including but not limited to claims arising under Title VI and Title VII of the Civil Rights Act, to serve as the authorized liaison to the South Texas College Office of Human Resources and the Title IX Coordinator for the College.

The School District Liaison contact information is as follows:

School District Name: McAllen Independent School District High School Name: N/A

Liaison's Name: John Cavazos

Position Title: Director for Student Services

Contact Phone Number: 956-618-6031

Email: john.cavazos@mcallenisd.net

This form must be completed in its entirety and submitted to:


Interim Title IX Coordinator
Todd C. Nelson, J.D.
Contract and Regulatory Resources Officer
3201 West Pecan Blvd., N150
956-872-4664
TitleIX@southtexascollege.edu


For any questions, please contact:

Alicia Herrera
Interim Director of Human Resources
2501 West Pecan Blvd.
McAllen, TX 78501
956-872-3815
HR_Administrators@southtexascollege.edu

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

SUBMITTED BY: 
Norma Cabrera (Aug 11, 2023 08:35 CDT)

SUPERVISOR: 
Maribelle Elizondo (Aug 11, 2023 15:05 CDT)

Approved for presentation to the Board of Education:



67 _____
Acting Superintendent of Schools



SOUTH TEXAS
COLLEGE

Interlocal Agreement
South Texas College
Achieve Early College High School

SOUTH TEXAS COLLEGE (herein called the “College”) and **McAllen ISD** (herein called the “School District”) enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM

This IA shall be in effect from August 22, 2023 to August 22, 2024, and posted during this term on the College’s and School District’s respective internet websites.

IA PURPOSE

The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in Dual Credit Programs Designated High Schools. The IA references Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals (herein called the “G1-4”). An additional Dual Credit Programs IA is required by the Texas Higher Education Coordinating Board (THECB).

PREAMBLE

WHEREAS the parties to this IA desire to establish **Achieve Early College High School** (“**Early College High School**”), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **EARLY COLLEGE HIGH SCHOOL** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first generation college goers, English learners, and students with disabilities. Potential students for the **EARLY COLLEGE HIGH SCHOOL** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60), certificate level degree, an associate’s degree, and/or at least 60 credit hours towards a baccalaureate degree during grades 9-12. and;

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **EARLY COLLEGE HIGH SCHOOL** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1) **STATEMENT OF GENERAL DUTIES AND OBLIGATIONS**

- a) The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency for the establishment and approval of an Early College High School designation.
- b) A Leadership Team comprised of members of the district and the college will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the Early College High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) Target Population, (2) Partnership Agreement, (3) P-16 Leadership Initiatives, (4) Curriculum and Support, (5) Academic Rigor and Readiness, and (6) School Design. As the school moves through the implementation process and scales up to serve grades 9-12th new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership change in the district or college if it applies and expanding and enhancing the partnership.

2) **ACADEMIC POLICIES & PROCEDURES**

Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students.

The School District acknowledges that the College is in the process of replacing its existing Board Policies. As the existing Policies are retired and replaced, the College shall notify the School District and provide a copy of the replacement policy. If necessary, the College and the School District will modify this IA to incorporate the new policies.

a) **Provision of Courses**

The College will award transcript credit for courses agreed upon, for which the Dual Credit Course Agreements have been approved. Such courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the College level. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses.

b) **Faculty Qualification, Selection, Supervision, and Evaluation**

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called “Dual Credit Faculty”) to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College’s respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College’s policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **EARLY COLLEGE HIGH SCHOOL**.

c) **Professional Development**

EARLY COLLEGE HIGH SCHOOL and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College

professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **EARLY COLLEGE HIGH SCHOOL** will provide common planning time for Dual Credit Faculty.

3) **LOCATION, FACILITIES, COSTS AND TRANSPORTATION**

The location of dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards.

The Designated Texas Education Agency high school site, **Achieve ECHS** is located at:
1601 North 27th Street, McAllen, Texas 78501

a) Funding and Average Daily Attendance (ADA)

The Early College High School shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

i. Facilities

The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class including the following:

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District; and
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to first class day. School District shall properly maintenance all lab material/equipment used for the College courses offered by the School District in a manner which complies with the College's program requirement.

b) Access to College Facilities, Services and Resources

Courses will be conducted at the facility provided by the School District and/or one of the College's campus within the College's service district upon agreement. Access to the College will be made available following the College's Academic Calendar, including the summer. High school students, instructors, and appropriate staff may request a College campus identification card, and will have access to instructional and certain agreed upon non-instructional resources and services available on the campus of the College. **EARLY COLLEGE HIGH SCHOOL** students are College students, therefore, the College's resources and services will be available to support academic success. The District and College will evaluate the high school facilities on an on-going basis and determine the necessity of adjusting facility needs for future semesters and years.

c) Tuition and Fees (G1)

The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School

District will be charged tuition and fees as outlined in *Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2023-2024*.

d) Eligibility of Students for Financial Assistance

EARLY COLLEGE HIGH SCHOOL students are eligible for financial assistance for courses taken outside of the course offerings at **EARLY COLLEGE HIGH SCHOOL**. Tuition is waived when students enroll in dual credit “S” section courses within their selected degree plans. Dual Credit “S” section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student’s selected degree plan is prohibited by the College.

e) Faculty Costs

The District will assume responsibility for the timely payment of the costs incurred to recover College expenses for college courses taught as cohort sections as delineated on the Dual Credit Course Agreements. When the College provides the Faculty, including via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement. The School District is encouraged to hire academic Master’s credentialed faculty for all high school credit-only courses and future college courses to support sustainability of the **EARLY COLLEGE HIGH SCHOOL**. Changes to the flat rate cost reimbursement for STC Faculty will be reviewed yearly to determine whether adjustments are needed. Any such adjustments will be communicated to the School District during the spring semester to align with the budget process.

f) Food Services

The School District will provide meals for all students and staff as appropriate under State and Federal Law and School District rules and procedures.

g) Transportation

The School District will provide transportation to students enrolled at **EARLY COLLEGE HIGH SCHOOL** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **EARLY COLLEGE HIGH SCHOOL** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) **COURSE CURRICULUM, INSTRUCTION, AND GRADING**

School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines.

a) Academic Instructional Calendar

Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

b) Course of Study

The **EARLY COLLEGE HIGH SCHOOL** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a

certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **EARLY COLLEGE HIGH SCHOOL** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

The **EARLY COLLEGE HIGH SCHOOL** and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28), certificate level degree, an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **EARLY COLLEGE HIGH SCHOOL** will provide students with academic, social, and emotional support during their course of study. The College will regularly update the **EARLY COLLEGE HIGH SCHOOL** counselor and principal regarding College curricular changes. **EARLY COLLEGE HIGH SCHOOL** is responsible for ensuring that state course requirements for high school graduation are fulfilled. The **EARLY COLLEGE HIGH SCHOOL** and College will establish a course equivalency crosswalk and will be updated as required. The College's Catalog identifies the number of credits that may be earned for each college course offered at **EARLY COLLEGE HIGH SCHOOL**.

d) Books and Supplemental Materials

The School District will provide textbooks for each registered student, equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Dean of Dual Credit Programs and the Department Chair.

e) Grading Periods and Policies

Faculty will follow the College Grading System as stated in the College's [*Board Policy #3310 Grading System: Credit Programs*](#), as well as the grading criteria in the department approved syllabus. **EARLY COLLEGE HIGH SCHOOL** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. **EARLY COLLEGE HIGH SCHOOL** students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **EARLY COLLEGE HIGH SCHOOL** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) Reporting Required Critical Student Performance Information

The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
 - Fall 2023 and Spring 2024: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
 - Summer 2024: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the *Dual Credit Programs Instructional and Quality Standards Manual*.

g) Submission of College Grade

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

- i. **Board Policy #3230 Dual Credit Programs with Partnering School Districts**
 - Lists general provisions that partnering School District must comply with; and
 - States that tuition and fees for dual credit students sponsored by partnering School District will be charged as approved by the College's Board of Trustees.
- ii. **Board Policy #3232 Dual Credit Student Eligibility Requirements**
 - Outlines the dual credit student eligibility requirements;
 - Stipulates limitations on what courses and how many hours may be taken;
 - Mandates student compliance with Financial Aid Satisfactory Academic Progress (SAP); and
 - Levies the independent student tuition and fees for students enrolled in (non-S) section(s) with approval by the College.

- iii. **Board Policy #3320 Academic Progress Standards**
 - States expectation that students meet academic standards for coursework at the College;
 - Defines levels of academic status GPA criteria; and
 - Explains student academic progress standards including probation, suspension, and readmission.
- iv. **Board Policy #3322 Student Financial Aid - Satisfactory Academic Progress (SAP)**
 - Cites Federal regulations that require the College to monitor Satisfactory Academic Progress (SAP) for all students, including dual credit students, in order to determine financial aid eligibility; and
 - Cites regulations that require the evaluation of quantitative (67% course completion rate and maintaining at least a 2.0 cumulative GPA) standards, as well as completion of a degree or certificate within 150% of normal time frame.

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **EARLY COLLEGE HIGH SCHOOL** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on the College adopted TSI scores. **EARLY COLLEGE HIGH SCHOOL** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a) **Student Eligibility**

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board Policy #3200 Student Admissions***. The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board Policy #3320*** and ***Board Policy #3322***. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether they receive aid and these requirements are applicable to dual credit students who are still in high school.

b) Course Load

As stated in the College's [Board Policy #3232 Dual Credit Student Eligibility Requirement](#), dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, and then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students will be limited to only two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students should not exceed four (4) dual credit courses per Fall and Spring semesters. Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Engineering. The Dual Credit Programs is subject to all applicable College policies and procedures.

Non-S Section Enrollment

Students who want to enroll in regular (non-S) section(s) must submit a request and be approved by the Dean of Dual Credit Programs and School District Partnerships. Students can only be enrolled in courses within their declared major. Any student approved to enroll in a regular (non-S) section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a regular (non-S) section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be requested by the School District. Criteria are available on the Dual Credit Programs Website, which includes the eligibility of enrollment of only 11th and 12th graders.

Dual Credit Sections

Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled by the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering school districts approval, if available.

Contingency of Enrollment

Enrollment in dual credit courses is contingent upon **EARLY COLLEGE HIGH SCHOOL** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **EARLY COLLEGE HIGH SCHOOL** principal's office and counseling center, working with the College's Dual Credit Programs and Dual Credit Pathways Department will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

Student Attendance Policies

EARLY COLLEGE HIGH SCHOOL students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **EARLY COLLEGE HIGH SCHOOL**, the College, and the Texas Higher Education Coordinating Board (THECB).

c) Student Composition of Class

As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.
- ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

d) Collaboration and Outreach Efforts (G1)

The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

e) Advising (G3)

The College and the School District offer college advising services for dual credit students, in addition to a College Advising Training Program for High School District Counselors held by the College.

- i. Advising responsibilities by the College and School District are delineated below:
 - Plan, schedule and offer advising and student support throughout the academic year;
 - Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
 - Serve as the designated college support services staff for advising dual credit students.
- ii. The District will provide the following services and resources:
 - Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
 - Provide equipment such as computer technology to facilitate advising or meetings.
 - Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

f) Advising Students on Transferability and Applicability (G3)

The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

g) Counseling and Student Accommodations

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodations for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible to provide the academic accommodations. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

h) Pathways Alignment (G2)

The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

i) Transcription of Credit

The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

j) Commencement Ceremonies

To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must

meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

j) Student Conduct

All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from South Texas College and all related programing, under the South Texas College Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of South Texas College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and individual rights for each student, are listed in the South Texas College Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District; and in accordance with Texas State law shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, South Texas College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

k) Student Complaints

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to [Board Policy #3313, Student Grievance or Complaint](#) and follow the process and procedures as detailed in the College's [Student Handbook](#) and/or the [Employee Handbook](#), depending on whether the report reports or complaint relates to another College student or College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so including, but not limited to, jurisdiction over the educational program or activity, the complainant, and respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct in a Dual Credit course will be handled in accordance with the policy and procedures outlined in [Board Policy #4216, Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited](#). A student may report a grievance or complaint at the following link: <https://www.southtexascollege.edu/report/index.html>.

7) DATA SHARING

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed (IA). The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any student level data received from the College shall not be shared outside the District without prior authorization from the College.

The College partners may request data outside of the scheduled report distribution schedule provided:

- An (IA) has been executed and is active between the partner organization and the College
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

Partners may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu

8) **RECOGNITION OF HIGHER EDUCATION PARTNER**

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types, degrees, or certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as their Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

“[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at www.southtexascollege.edu/go/dual-credit-marketing (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

EARLY COLLEGE HIGH SCHOOL shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition **EARLY COLLEGE HIGH SCHOOL** will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by **EARLY COLLEGE HIGH SCHOOL**.

10) **PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS**

School District and the College shall develop a plan for the evaluation of the Program to be completed each year based on the collection and review of data.

11) **TITLE IX OF THE EDUCATION AMENDMENTS 1972**

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's [*Board Policy #4216 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited*](#) and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: <https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and the Title IX Deputy Coordinators for the College are located at the following link: <https://www.southtexascollege.edu/about/notices/title-ix.html>.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act**, to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of this IA.

B. Title IX Protocol

- a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.
- b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.
- c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless

of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

- d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.
- e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.
- f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).
- g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.
- h) Control:
 - i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
 - ii. A party who provides instruction in the venue of the other party does not control that venue.
- i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.
- j) Student:
 - i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
 - ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.
- k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

- l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) NON-DISCRIMINATION

The College prohibits discrimination, including harassment, and sexual misconduct against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit ***Board Policy #4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited.***

13) DISCONTINUATION OF OPERATIONS

Should the School District or College elect to discontinue the operation of the **EARLY COLLEGE HIGH SCHOOL**, the provisions for serving the students will include the following:

- a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
- b) Only the last accepted cohort will be allowed to continue as designated until students phase out of the 12th grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition, while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

14) INTERLOCAL AGREEMENT(IA)

This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

15) NOTIFICATIONS OF NON-COMPLIANCE AND TERMINATION OF AGREEMENT

If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which

sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this ____ day of _____, 2023.

Dr. Ricardo J. Solis
President
South Texas College

Dr. Rosalba De Hoyos
Acting Superintendent
McAllen ISD

Chairman, Board of Trustees
South Texas College

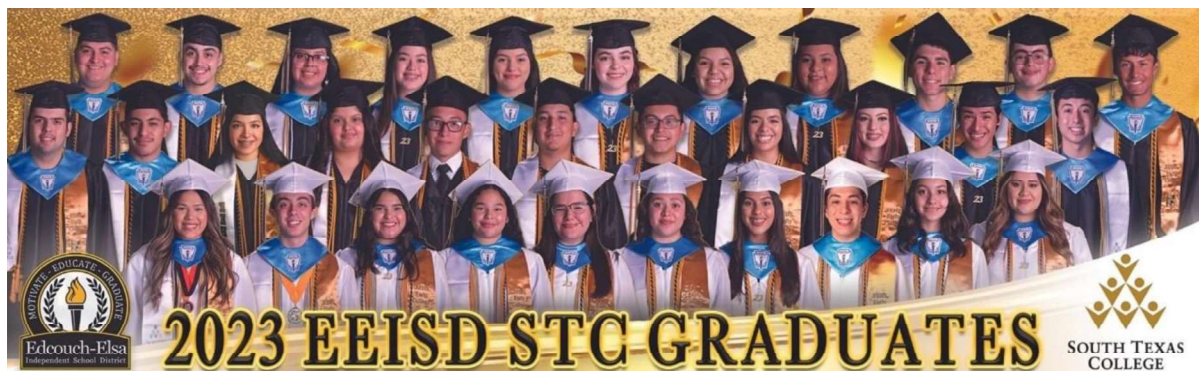
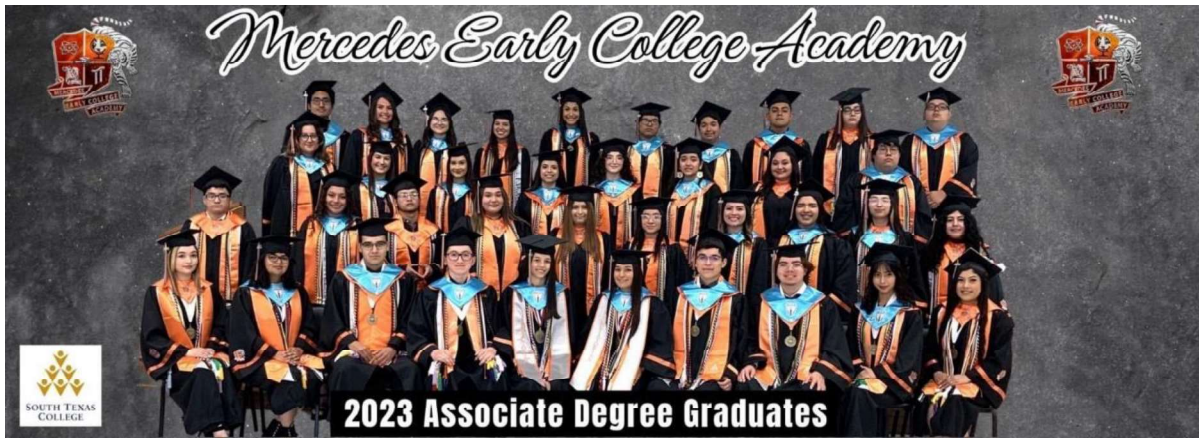
Debbie Crane Aliseda
President, Board of Trustees
School District

Approved as to form:
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz
Leandra C. Ortiz (Jul 25, 2023 09:33 CDT)

Leandra C. Ortiz

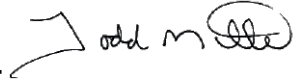
Exhibit A Sample Recognition



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023 _____

SUBMITTED BY: _____

SUPERVISOR:  _____

Approved for presentation to the Board of Education:



85 _____
Acting Superintendent of Schools



School of Education
New Mexico Highlands University, Box 9000, Las Vegas, NM 87701

**Memorandum of Understanding
Between McAllen Independent School District and
New Mexico Highlands University School of Education**

This memorandum of understanding (MOU) is written in the spirit of mutually beneficial partnership between McAllen Independent School District a public school district and political subdivision of the State of Texas (hereinafter "the District" or "McAllen ISD") and New Mexico Highlands University School of Education (hereinafter "the Institution") for the purpose of completing the student teaching experience required by the State of New Mexico and the Public Education Department for the certification of teachers.

The District agrees to:

1. Provide an appropriate teacher candidate placement that allows the teacher candidate to meet all certification requirements.
2. Provide a highly qualified cooperating teacher with appropriate certification and at least Level 2 licensure who is a professional role model.
3. Provide the Institution with the regulations and processes relevant to placement.
4. Provide opportunities for teacher candidates to attend campus/ district orientations and trainings.
5. Provide access to appropriate district resources including but not limited to curriculum documents, performance data, online resources, libraries, and forms.
6. Provide information regarding placement opportunities at schools with strong bilingual/TESOL programs.
7. Provide a set of common regulations and procedures for the student teaching programs.

The Institution agrees to:

1. Recommend for placement in the student teaching program only those students who have a satisfactory record and have met the requirements established by the Institution.
2. Inform all teacher candidates that they must complete an online teacher candidate application and all appropriate paperwork and background clearance for placement with the District and meet all deadlines set by the District.
3. Provide the District the right to refuse placement to any student based on information obtained during the application process that does not meet district standards.
4. Cooperate with the District in any case where the teacher candidate might not meet district, state and/or federal requirements and regulations consistent with the Institution's obligation to comply with FERPA.
5. Provide the District, teacher candidate, cooperating teacher and the supervisor access to the Institution's curriculum requirements, evaluation forms, project descriptions, handbooks, calendars, schedules or any other documents or materials which are necessary to

effectively facilitate and support the teacher candidate during this experience.

6. Assign a single point of contact to work with the District regarding any and all student teacher placements.

The Institution and the District jointly agree to:

1. Determine the number of teacher candidates assigned to the District based on availability of cooperating teachers, staff and campuses.
2. Establish ongoing, open communication between Institution and District staff.
3. Comply with all state/federal laws and regulations and District policies, procedural directives and regulations.
4. Determine where and which students will be placed.
5. Provide teacher candidates, with assistance of the District, professional development opportunities, training on their responsibilities regarding participation in the student teaching experience, including professional conduct, District Board Policies, rules set by the Institution, rules and procedures set by the District as set out in the Employee Handbook, and state and federal laws relating to education with specific attention to FERPA, NM PED Code of Ethics, and Child Abuse and Neglect Detection/Reporting.
6. Communicate and conduct needs assessments to develop programs that prepare adequate numbers of teachers to match the District's employment opportunities.

Term of agreement, modification, termination:

This agreement shall be effective when executed by both parties and shall remain in effect for a period of three (3) years from date it has been signed by all parties. The Addendum to the MOU will be reviewed yearly. This agreement may be terminated without cause upon written notice by either party.

Notifications

All significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

For Institution: New Mexico Highlands University
Attn: Stephen Weatherburn, Director, Admission and Field Experiences
Box 9000
Las Vegas, NM 87701
sjweatherburn@nmhu.edu

For McAllen ISD: McAllen Independent School District
Attn: Stan Crouse, Director of Human Resources
2000 N. 23rd
McAllen, TX 78501
stan.crouse@mcallenisd.net

It is expressly understood and agreed that under this Agreement neither Party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Neither Party may assign, sublet, subcontract or transfer any interest in this MOU without the prior written consent of the other Party. Nothing in this Agreement shall be construed to create any right in any third party not a party to this MOU and the Parties do not intend to create any third-party beneficiaries by entering into this MOU.

This agreement may be modified in writing upon approval of both parties.

Agreed:


_____ 07/15/2023 _____
 Roxanne Gonzales, Ed.D. Date
 Provost
 New Mexico Highlands University

 Debbie Crane Aliseda _____
 Board of Trustees, President Date
 McAllen Independent School District, TX

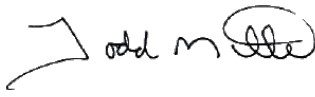
Approved as to form:
 Walsh Gallegos Treviño Kyle & Robinson P.C.
 by: Leandra C. Ortiz
 Leandra C. Ortiz

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Aug 9, 2023

SUBMITTED BY: _____

Approved for presentation to the Board of Education:

89 
Acting Superintendent of Schools
Aug 9, 2023



Texas Teacher Evaluation and Support System
(T-TESS) CALENDAR 2023-2024

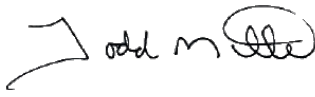
DATE	
August 14 - 25, 2023	T-TESS Teacher Orientation
September 11, 2023	Formal classroom T-TESS observations may begin. (No earlier than two weeks after Teacher Orientation)
August 28 - September 29, 2023	Goal-Setting and Professional Development Plan and Student Learning Objective (SLO) submitted to appraiser (No later than six weeks after Teacher Orientation)
November 17, 2023	Last full instructional day before Thanksgiving holidays. No observations may be conducted.
December 5-15, 2023	STAAR Assessment Window – High School No observations may be conducted during actual test days.
December 22, 2023	Last full instructional day before Winter Break. No observations may be conducted.
March 8, 2024	Last full instructional day before Spring Break. No observations may be conducted.
February 20 - March 28, 2024	TELPAS Assessment Window No observations may be conducted during actual test days.
April 5, 2024	All appraisals must be completed
April 15, 2024	Deadline for Teacher GSPD Part 2 – End of Year Reflection. (First day of the last six weeks period)
April 29, 2024	Summative Appraisal Reports due to teachers. (10 days prior to scheduling summative conference)
May 10, 2024	All Summative Conferences must be completed. (Fifteen days before last day of instruction)
May 31, 2024	Early Dismissal/End of appraisal period. The written annual summative report shall be marked complete in TalentEd Perform to be placed in the teacher's personnel file.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Aug 9, 2023

SUBMITTED BY: _____

Approved for presentation to the Board of Education:

91 
Acting Superintendent of Schools
Aug 9, 2023

Last Name	First Name	Role	Status	Campus	Certification Year
Friedlein-Garcia	Katherine	Assistant School Administrator	Certified	AECHS	2023-2024
Saenz	Sandra	Assistant School Administrator	Certified	AECHS	2023-2024
Carmona	Miguel	School Administrator	Certified	AECHS	2023-2024
Leo	Melissa	Assistant School Administrator	Certified	Alvarez ES	2023-2024
Lara	Melissa	School Administrator	Certified	Alvarez ES	2023-2024
Alvarado	Cristina	Assistant School Administrator	Certified	Brown MS	2023-2024
Gutierrez	Alfredo	School Administrator	Certified	Brown MS	2023-2024
Hernandez	Carlos	Assistant School Administrator	Certified	Castaneda ES	2023-2024
Rodriguez	Jessica	School Administrator	Certified	Castaneda ES	2023-2024
Zavala	Justin	Assistant School Administrator	Certified	Cathey MS	2023-2024
Herrera	Miguel	School Administrator	Certified	Cathey MS	2023-2024
Alaniz	Kimberly	Assistant School Administrator	Certified	DeLeon MS	2023-2024
Skretta	Marla	Assistant School Administrator	Certified	DeLeon MS	2023-2024
Alaniz Jr.	Ignacio	School Administrator	Certified	DeLeon MS	2023-2024
Guerra	Veronica	Assistant School Administrator	Certified	Escandon ES	2023-2024
Rodriguez	Karla	School Administrator	Certified	Escandon ES	2023-2024
Ramirez	Marisa	Assistant School Administrator	Certified	Fields ES	2023-2024
Trdla	Teresa	School Administrator	Certified	Fields ES	2023-2024
Trevino	Nora	Assistant School Administrator	Certified	Fossum MS	2023-2024
Camacho	Consuelo	School Administrator	Certified	Fossum MS	2023-2024
Evans	Aida	School Administrator	Certified	Fossum MS	2023-2024
Lopez	April	Assistant School Administrator	Certified	Garza ES	2023-2024
Valenzuela	Nancy	School Administrator	Certified	Garza ES	2023-2024
Alaniz Lopez	Jennifer	Assistant School Administrator	Certified	Gonzalez ES	2023-2024
Hernandez	Christina	School Administrator	Certified	Gonzalez ES	2023-2024
Villanueva	Rachel	Assistant School Administrator	Certified	Hendricks ES	2023-2024
Garza	Monica	School Administrator	Certified	Hendricks ES	2023-2024
Cardoza	Ernesto	Assistant School Administrator	Certified	Houston ES	2023-2024
Lowe	Jessica	School Administrator	Certified	Houston ES	2023-2024
Tamez	Richard	Assistant School Administrator	Certified	I & G Center	2023-2024
Gutierrez	Fernando	School Administrator	Certified	I & G Center	2023-2024
Flores	Ana Lisa	Assistant School Administrator	Certified	Jackson ES	2023-2024
Salinas	Erika	School Administrator	Certified	Jackson ES	2023-2024
Sanchez	Nora	Assistant School Administrator	Certified	Lamar Academy	2023-2024

Nino	Jeanette	School Administrator	Certified	Lamar Academy	2023-2024
Babauta	Linda	Assistant School Administrator	Certified	McAllen HS	2023-2024
Garcia	Manuel	Assistant School Administrator	Certified	McAllen HS	2023-2024
Hernandez	Edna	Assistant School Administrator	Certified	McAllen HS	2023-2024
Perez	Herman	Assistant School Administrator	Certified	McAllen HS	2023-2024
Canales	Albert	School Administrator	Certified	McAllen HS	2023-2024
Saenz	Yvonne	Assistant School Administrator	Certified	McAuliffe ES	2023-2024
Caldwell	Yvonne	School Administrator	Certified	McAuliffe ES	2023-2024
Castillo	Ramiro	Assistant School Administrator	Certified	Memorial HS	2023-2024
Lozano	Jesus Miguel Angel	Assistant School Administrator	Certified	Memorial HS	2023-2024
Ramirez	Leslee	Assistant School Administrator	Certified	Memorial HS	2023-2024
Rodriguez	Cassandra	Assistant School Administrator	Certified	Memorial HS	2023-2024
Alvarez	Pedro	School Administrator	Certified	Memorial HS	2023-2024
Palacios	Rossi	Assistant School Administrator	Certified	Milam ES	2023-2024
Sanchez	Amanda	Assistant School Administrator	Certified	Milam ES	2023-2024
Friedlein	Stephanie	School Administrator	Certified	Milam ES	2023-2024
Gonzalez	Jessica	Assistant School Administrator	Certified	Morris MS	2023-2024
Mendez	Olga	Assistant School Administrator	Certified	Morris MS	2023-2024
Bechtold	Rebecca	School Administrator	Certified	Morris MS	2023-2024
Garcia	Laura	Assistant School Administrator	Certified	Perez ES	2023-2024
Delgado	Veronica	School Administrator	Certified	Perez ES	2023-2024
Montes	Yesenia	Assistant School Administrator	Certified	Rayburn ES	2023-2024
Partida	Clarissa	School Administrator	Certified	Rayburn ES	2023-2024
Martinez	Norma	Assistant School Administrator	Certified	Roosevelt ES	2023-2024
Montgomery	Rachel	Assistant School Administrator	Certified	Roosevelt ES	2023-2024
de la Garza	Aissa	Assistant School Administrator	Certified	Rowe HS	2023-2024
Macias	Ruben	Assistant School Administrator	Certified	Rowe HS	2023-2024
Pitchford	Sandra	Assistant School Administrator	Certified	Rowe HS	2023-2024
Snelling	Olga	Assistant School Administrator	Certified	Rowe HS	2023-2024
Tamez	Sergio	Assistant School Administrator	Certified	Rowe HS	2023-2024
Kaufmann	Monica	School Administrator	Certified	Rowe HS	2023-2024
Partida	Veronica	Assistant School Administrator	Certified	Sanchez ES	2023-2024
Rodriguez	Veronica	School Administrator	Certified	Sanchez ES	2023-2024
Bzibziak	Donna	Assistant School Administrator	Certified	Seguin ES	2023-2024
Nevarez	Juan	School Administrator	Certified	Seguin ES	2023-2024

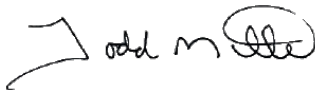
Barnett-Bermea	Karla	Assistant School Administrator	Certified	Special Education	2023-2024
Chapa	Marisela	Assistant School Administrator	Certified	Thigpen-Zavala ES	2023-2024
Casas	Sonia	School Administrator	Certified	Thigpen-Zavala ES	2023-2024
Guerrero	Faynna	Assistant School Administrator	Certified	Travis MS	2023-2024
Amaya	Efrain	School Administrator	Certified	Travis MS	2023-2024
Flores	Karime	Assistant School Administrator	Certified	Wilson ES	2023-2024
Garcia	Erika	School Administrator	Certified	Wilson ES	2023-2024

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 14, 2023

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Aug 9, 2023

SUBMITTED BY: _____

Approved for presentation to the Board of Education:

95 
Acting Superintendent of Schools
Aug 9, 2023



INDEPENDENT SCHOOL DISTRICT

STUDENT CODE OF CONDUCT

2023-2024

ACKNOWLEDGEMENT

Student Code of Conduct – Electronic Distribution

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student’s teacher, campus behavior coordinator or appropriate campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student’s school. Thank you.

Sincerely,



Dr. Rosalba De Hoyos
Acting Superintendent of Schools

~~~~~

My child and I have been offered the option to receive a paper copy of or to electronically access at [www.mcallenisd.org](http://www.mcallenisd.org) the McAllen Independent School District Student Code of Conduct for the 2023 – 2024 school year.

I accept responsibility for accessing the Student Code of Conduct by visiting the web address listed above.

I understand that if I wish to receive a paper copy of the Student Code of Conduct, I must request a copy from the campus Principal.

I understand that the Student Code of Conduct contains information that my child and I may need during the school year. I also understand that all students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Student Code of Conduct. If I have any questions regarding this Code of Conduct, I will direct those questions to the principal at my child’s campus.


Student’s name (print): \_\_\_\_\_

Student’s signature: \_\_\_\_\_

Parent’s name (print): \_\_\_\_\_

Parent’s signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Please visit the links below to  
access the following:**

- **2023 - 2024 School Calendar**
- **2023 - 2024 Campus Directory**
- **2023 - 2024 School Board Directory**

Contents

**McAllen ISD Student Code of Conduct .....3**

    Accessibility .....3

    Purpose .....3

**School District Authority and Jurisdiction.....4**

    Campus Behavior Coordinator.....4

    Threat Assessment and Safe and Supportive School Team.....4

    Searches .....4

    Reporting Crimes.....5

    Security Personnel .....5

    “Parent” Defined .....5

    Participating in Graduation Activities.....5

    Unauthorized Persons .....5

**Standards for Student Conduct.....7**

**General Conduct Violations .....8**

    Disregard for Authority .....8

    Mistreatment of Others .....8

    Property Offenses.....9

    Possession of Prohibited Items.....9

    Possession of Telecommunications or Other Electronic Devices ..... 10

    Illegal, Prescription, and Over-the-Counter Drugs..... 10

    Misuse of Technology Resources and the Internet..... 10

    Safety Transgressions ..... 11

    Miscellaneous Offenses..... 11

**Discipline Management Techniques.....12**

    Students with Disabilities ..... 12

    Techniques ..... 12

    Prohibited Aversive Techniques ..... 19

    Notification..... 19

    Appeals .....20

**Removal from the School Bus .....21**

**Removal from the Regular Educational Setting .....22**

    Routine Referral .....22

    Formal Removal .....22

    Returning a Student to the Classroom .....22

**Out-of-School Suspension.....23**

# Student Code of Conduct

|                                                                            |           |
|----------------------------------------------------------------------------|-----------|
| Misconduct .....                                                           | 23        |
| Process .....                                                              | 23        |
| Coursework During Suspension .....                                         | 24        |
| <b>Disciplinary Alternative Education Program (DAEP) Placement.....</b>    | <b>25</b> |
| Disciplinary Alternative Education Programs/Placements .....               | 25        |
| Discretionary Placement: Misconduct That May Result in DAEP Placement..... | 26        |
| Mandatory Placement: Misconduct That Requires DAEP Placement.....          | 26        |
| Sexual Assault and Campus Assignments .....                                | 27        |
| Process .....                                                              | 28        |
| Length of Placement.....                                                   | 29        |
| Appeals .....                                                              | 30        |
| Restrictions During Placement.....                                         | 30        |
| Placement Review.....                                                      | 30        |
| Additional Misconduct.....                                                 | 30        |
| Notice of Criminal Proceedings.....                                        | 31        |
| Withdrawal During Process .....                                            | 31        |
| Newly Enrolled Students.....                                               | 31        |
| Emergency Placement Procedure .....                                        | 32        |
| Transition Services .....                                                  | 32        |
| <b>Placement and/or Expulsion for Certain Offenses .....</b>               | <b>33</b> |
| Registered Sex Offenders.....                                              | 33        |
| Certain Felonies .....                                                     | 33        |
| <b>Expulsion .....</b>                                                     | <b>36</b> |
| Discretionary Expulsion: Misconduct That May Result in Expulsion.....      | 36        |
| Mandatory Expulsion: Misconduct That Requires Expulsion .....              | 38        |
| Under Age Ten.....                                                         | 39        |
| Process .....                                                              | 39        |
| Length of Expulsion .....                                                  | 40        |
| Withdrawal During Process .....                                            | 41        |
| Additional Misconduct.....                                                 | 41        |
| Restrictions During Expulsion .....                                        | 41        |
| Newly Enrolled Students.....                                               | 41        |
| Emergency Expulsion Procedures .....                                       | 42        |
| DAEP Placement of Expelled Students.....                                   | 42        |
| Transition Services .....                                                  | 42        |
| <b>Glossary .....</b>                                                      | <b>43</b> |

## **Student Code of Conduct**

### **Accessibility**

If you have difficulty accessing the information in this document because of disability, please contact John J. Cavazos, Title II Coordinator, 956-618-6031.

### **Purpose**

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the McAllen ISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website at [www.mcallenisd.org](http://www.mcallenisd.org). Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

### **School District Authority and Jurisdiction**

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

### **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at [www.mcallenisd.org](http://www.mcallenisd.org) and in the [Student Handbook](#).

### **Threat Assessment and Safe and Supportive School Team**

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

### **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

## *School District Authority and Jurisdiction*

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

### **Reporting Crimes**

The principal or CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

### **Security Personnel**

To ensure the security and protection of students, staff, and property, the board employs police officers. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the [CKE policy](#).

### **“Parent” Defined**

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

### **Participating in Graduation Activities**

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

### **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district’s grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 30 for information regarding a student assigned to DAEP at the time of graduation.

**Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

### General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 23, **DAEP Placement** on page 24, **Placement and/or Expulsion for Certain Offenses** on page 33, and **Expulsion** on page 36, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 22.

### Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

### Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 33.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

**Property Offenses**

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 33.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 33.)
- Enter, without authorization, district facilities that are not open for operations.

**Possession of Prohibited Items**

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 33. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 24 and **Expulsion** on page 36 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

## *General Conduct Violations*

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

### **Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative and progressive discipline practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.

## *Discipline Management Techniques*

- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 23.
- Placement in a DAEP, as specified in **DAEP** on page 24.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 33.
- Expulsion, as specified in **Expulsion** on page 36.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Disciplinary Infractions and Consequences**

Infractions of McAllen I.S.D.'s Student Code of Conduct are grouped into five levels, depending upon the seriousness or persistence of offenses.

- Level I- Infractions are those which are routinely/generally addressed by the classroom teacher using the Level I Discipline Documentation Form as a form of documentation;
- Level II- Infractions are addressed by a teacher (if appropriate), an administrator or campus behavior coordinator;
- Level III- Discretionary infractions/offenses, are addressed by an administrator or campus behavior coordinator and can lead to a Disciplinary Alternative Education Program (DAEP) placement;
- Level IV- Mandatory infractions/offenses, leading to a Disciplinary Alternative Education Program (DAEP) placement or discretionary expulsion;
- Level V- Mandatory expulsions leading to placement in a Juvenile Justice Alternative Education Program (JJAEP).

## Level I Violations and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone.

In the event of such an offense, parent/guardian may be requested to attend a conference with the administrator or Campus Behavior Coordinator to discuss the offense and subsequent disciplinary action.

| Examples of Level I Violations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Level I Consequences:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Being tardy to class-persistent (secondary)</li> <li>• Running or making noise</li> <li>• Neglecting to bring materials or work to class</li> <li>• Failing to follow classroom/cafeteria rules</li> <li>• Failing to participate in classroom activities</li> <li>• Violating the dress code</li> <li>• Cheating or copying another students work</li> <li>• Eating or drinking in an undesignated area</li> <li>• Chewing gum or consuming food/candy</li> <li>• Throwing objects or passing unauthorized notes</li> <li>• Possessing uncovered textbooks</li> <li>• Talking back/arguing or name calling</li> <li>• Violating the telecommunication device guidelines (first and second minor offenses)</li> <li>• Horse playing/scuffling (not fight)</li> <li>• Spitting (without bodily contact)</li> <li>• Violating bus conduct/safety rules not covered elsewhere (refer to process and procedures at Transportation)</li> <li>• Inappropriate language (verbal or written)</li> <li>• Failing to serve detention</li> <li>• Abusing the use of a hall pass</li> <li>• Possessing toys/nuisance items, including paintballs</li> <li>• Telling a falsehood to an adult (not associated with an investigation)</li> <li>• Possessing or using a skateboard, roller blades, shoes with wheels, or similar devices</li> <li>• Using or possessing visible personal devices for entertainment purposes during instructional day</li> <li>• Engaging in inappropriate public display of affection</li> <li>• Loitering on school campus before or after school</li> <li>• Selling or soliciting for sale unauthorized merchandise</li> <li>• Posting or distributing unauthorized publications</li> </ul> | <ul style="list-style-type: none"> <li>• Fine assessed</li> <li>• Verbal reprimand</li> <li>• Confiscation of item</li> <li>• Behavioral contracts</li> <li>• Loss of privilege(s)</li> <li>• Telephone call/note to parent or conference</li> <li>• Change of seat assignment</li> <li>• Grade penalties</li> <li>• Exclusion from extracurricular activities</li> <li>• Withdrawal or restriction of bus privileges; bus probation</li> <li>• Detention</li> <li>• In-school suspension</li> <li>• Out-of-school suspension</li> </ul> |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations Commencing on Page 6).** Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

## Level II Violations and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone.

Consequences will not be deferred pending the outcome of an appeal.

| Examples of Level II Violations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Level II Consequences:                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Persistent offenses from Level I (acts of misconduct, including repeated bus infractions)</li> <li>• Inappropriate language to include being directed towards another student and/or staff member (verbal or written)</li> <li>• Noncompliance with the directives; disrespectful</li> <li>• Truancy, skipping class, leaving school/class without permission.</li> <li>• Physically contacting student creating a disruptive environment</li> <li>• Encouraging or promoting a fight</li> <li>• Creating/participating in disturbance/inappropriate activity</li> <li>• Possessing a current prescription (student's own medication); or possessing or using one's own nonprescription drug, natural and/or homeopathic-like substances, dietary supplements, or energy pills.</li> <li>• Forging or altering school's records, parent's notes, forms, or other school/home communications</li> <li>• Defacing or damaging school property, including removal of bar codes; defacing/damaging another's property.</li> <li>• Cheating or copying the work of another</li> <li>• Violating parking rules/procedures (high school)</li> <li>• Intentionally or knowingly making defamatory or slanderous remarks (written and verbal) about others</li> <li>• Fighting (Verbal Confrontations)</li> <li>• Using a laser pointer</li> <li>• Failing to disclose information, hiding/covering up info/evidence for self or others, or lying as a witness during an investigation</li> </ul> | <ul style="list-style-type: none"> <li>• Fine assessed.</li> <li>• Confiscation of item</li> <li>• Behavioral contracts</li> <li>• Loss of privilege(s)</li> <li>• Grade penalties</li> <li>• Exclusion from extracurricular activities</li> <li>• Withdrawal or restriction of bus privileges; bus probation</li> <li>• Detention</li> <li>• In-school suspension</li> <li>• Out-of-school suspension</li> </ul> |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations Commencing on Page 6).** Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

# Discipline Management Techniques

## Level III Violations and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

Consequences will not be deferred pending the outcome of an appeal.

| Examples of Level III Violations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Level III Consequences:                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Persistent offenses from Level II, including bus infractions.</li> <li>• Starting and/or participating in a food fight</li> <li>• Creating /participating in disturbance/inappropriate activity to include via social media.</li> <li>• Disrupting the school environment or educational process</li> <li>• Using racial slurs/comments, profane, vulgar, obscene, or threatening language, including hit lists (written or verbal); or obscene gestures</li> <li>• Discrimination/harassment based on the protected classes to include sexual harassment and dating violence.</li> <li>• Fighting (Physical)</li> <li>• Using lighters or matches.</li> <li>• Possessing or using lighters and matches.</li> <li>• Possessing, disturbing, or using fireworks, stink bombs, smoke bombs, other noxious chemicals, or "shock" pens</li> <li>• Possessing drug paraphernalia, aerosol paint, or fixative spray</li> <li>• Possessing ammunition</li> <li>• Possessing, distributing, or creating pornographic or sexually oriented material or material that promotes violence or other illegal activities, including sexting.</li> <li>• Possessing, distributing, or concealing a weapon, which does not violate Texas Penal Code</li> <li>• Selling, giving, or delivering to another person a non-prescription drug; possessing or using a nonprescription drug other than one's own; or possessing, transmitting, selling, attempting to sell, or exhibiting what is represented to be a prohibited substance.</li> <li>• Attempting to sell/purchase a prohibited substance through verbal or written communication without being in possession.</li> <li>• Stealing or unauthorized possession of another person's property, theft; committing burglary.</li> <li>• Exhibiting, delivering, using, or selling look-alike weapons</li> <li>• Assault (Class C Misdemeanor) of another student or an adult that is not a removable or expellable offense.</li> <li>• Vandalizing, defacing or damaging school property, including non-felony graffiti.</li> <li>• Engaging in behavior that is illegal that does not constitute a removable or expellable offense.</li> <li>• Engaging in sexual conduct</li> <li>• Hazing; harassing or stalking (nonsexual); bullying; cyberbullying.</li> <li>• Creating a potential health or safety hazard or a situation that may result in possible injury.</li> <li>• Engaging in inappropriate behavior on school-related overnight trips</li> <li>• Gambling</li> <li>• Interfering with school activities, including trespassing, boycotting, and group demonstrations, or making a 9-1-1 call that does not constitute a mandatory removal offense.</li> <li>• Tampering with a fire extinguisher, an automated external defibrillator (AED), or their storage cabinet</li> </ul> | <ul style="list-style-type: none"> <li>• Confiscation of item</li> <li>• Exclusion from extracurricular activities</li> <li>• Withdrawal or restriction of bus privileges; bus probation</li> <li>• In-school suspension</li> <li>• Out-of-school suspension</li> <li>• Campus AEP</li> <li>• DAEP- I&amp;G (discretionary)</li> </ul> |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations Commencing on Page 6).** Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

**Level IV Violations and Consequences**

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student’s disciplinary history, and whether the student has a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

Consequences will not be deferred pending the outcome of an appeal.

| Examples of Level IV Violations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Level IV Consequences:                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Discretionary Placements</b></p> <ul style="list-style-type: none"> <li>• Persistent misbehavior at Level III</li> <li>• Racial Slurs/comments directed towards a student and/or staff member.</li> <li>• Indecent Assault Class A</li> <li>• Possession or smoking of an e-cigarette/vape pen (non-THC) or Tobacco paraphernalia.</li> <li>• Exhibition or Threat of use of Firearm Class A</li> <li>• Student refusal to comply with Behavior Assessment</li> <li>• Mooning; streaking; other forms of nudity; exposing or attempting expose one’s undergarments or those of another (“pantsing”)</li> <li>• Refer to page 24 for additional infractions.</li> </ul> <p><b>Mandatory Placements- Refer to Texas Education Code Chapter 37.006; the infractions listed below require a Mandatory removal to the DAEP</b></p> <ul style="list-style-type: none"> <li>• False alarm/reports; terroristic threat</li> <li>• Conduct Punishable as a felony.</li> <li>• Assault (Class A Misdemeanor- T.P.C. 22.01 (a)(1))</li> <li>• Possession or smoking of an e-cigarette/vape pen with THC</li> <li>• Marijuana, controlled substances or dangerous drugs (non-felony)</li> <li>• Alcohol (non-felony)</li> <li>• Abusable volatile chemicals</li> <li>• Public lewdness/indecent exposure</li> <li>• Public intoxication other than alcohol, marijuana, controlled substance or dangerous drugs</li> <li>• Title V felonies or aggravated robbery (off-campus)</li> <li>• Refer to Page 26 for additional infractions</li> </ul> | <ul style="list-style-type: none"> <li>• In-school suspension</li> <li>• Out-of-school suspension</li> <li>• Exclusion from extracurricular activities</li> <li>• Campus AEP</li> <li>• DAEP- I&amp;G</li> </ul> |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations Commencing on Page 6).** Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student’s first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

**Level V Violations and Consequences**

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student’s disciplinary history, and whether the student has a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

Consequences will not be deferred pending the outcome of an appeal.

| Examples of Level V Violations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Level V Consequences:                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Discretionary Expulsion to JJAEP</b></p> <ul style="list-style-type: none"> <li>• Persistent misbehavior at Level IV</li> <li>• Refer to Page 34 for these infractions</li> <li>• Serious misbehavior while placed at DAEP (by statute)</li> <li>• Assault against an employee or a volunteer (on campus or within 300')</li> <li>• Retaliation against an employee or volunteer (regardless of location)</li> <li>• Criminal mischief (felony)</li> <li>• Deadly conduct (on campus or within 300')</li> <li>• Aggravated assault, sexual assault, or aggravated sexual assault against a student (off- campus)</li> <li>• Murder, capital murder, or criminal attempted murder against a student (off-campus)</li> <li>• Expellable offenses occurring on another district’s property in Texas</li> <li>• Title V felonies or aggravated robbery against another student</li> <li>• Breach of computer security</li> </ul> <p><b>Mandatory Expulsion to JJAEP</b></p> <ul style="list-style-type: none"> <li>• Refer to Page 37 for these infractions</li> <li>• Firearm</li> <li>• Location-restricted knife</li> <li>• Club</li> <li>• Prohibited weapon</li> <li>• Aggravated assault, sexual assault, or aggravated sexual assault</li> <li>• Arson</li> <li>• Murder, capital murder, or criminal attempted murder or capital murder</li> <li>• Indecency with a child</li> <li>• Aggravated kidnapping</li> <li>• Aggravated robbery</li> <li>• Manslaughter</li> <li>• Criminally negligent homicide</li> <li>• Continuous sexual abuse of young child or children</li> <li>• Marijuana or controlled substances (felony)</li> <li>• Dangerous drugs (felony)</li> <li>• Alcohol (felony)</li> <li>• Retaliation against an employee or volunteer (regardless of location involving any of the infractions above)</li> </ul> | <ul style="list-style-type: none"> <li>• Exclusion from extracurricular activities</li> <li>• DAEP- I&amp;G</li> <li>• JJAEP</li> </ul> |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations Commencing on Page 6).** Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student’s first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

## *Discipline Management Techniques*

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy [FNG\(LOCAL\)](#). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies [FFH\(LEGAL\)](#) and [\(LOCAL\)](#).

**Removal from the School Bus**

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

### **Removal from the Regular Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

#### **Routine Referral**

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

#### **Formal Removal**

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

#### **Returning a Student to the Classroom**

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

## **Out-of-School Suspension**

### **Misconduct**

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

**Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

## Disciplinary Alternative Education Program (DAEP) Placement

### Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### Disciplinary Alternative Education Programs/Placements

MISD has Disciplinary Alternative Placements which requires students to serve their placement as determined in the discipline hearing. Each placement has specific amount of days that must be served, they are as follows:

#### 1. Instruction & Guidance Center (Secondary Only)

| Discretionary Placement at I&G                                                                                                                       | Mandatory Placement at I&G              | Campus Transition Program at Home Campus |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| Middle School - 25 Attended School Days                                                                                                              | Middle School - 40 Attended School Days | Middle School - 3 Days                   |
| High School - 25 Attended School Days                                                                                                                | High School- 40 Attended School Days    | High School - 3 Days                     |
| <b>*Note that 60 - day and 84 - day placements are permitted but can only be assigned after review with the Student Support Services Department.</b> |                                         |                                          |

Note: Campus AEP (High School Only): 10, 15, or 20 Day Placement

## Disciplinary Alternative Education Program (DAEP) Placement

### 2. Elementary DAEP

|                                                                                                                            |                                                                        |                                                   |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------|
| Discretionary Placement at Elementary DAEP - 15 or 25 Attended School Days                                                 | Mandatory Placement at Elementary DAEP – 30 or 40 Attended School Days | Campus Transition Program at Home Campus – 3 Days |
| <b>*Note: Any placement over 40 days must be reviewed with the Student Support Services Department prior to placement.</b> |                                                                        |                                                   |

### 3. Juvenile Justice Alternative Education Program (JJAEP)

- a. Number of days will be determined by Expulsion Hearing Officer/Designee

#### Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct and a student may be placed in a DAEP for the following conduct violations:

#### Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

#### Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)

## *Disciplinary Alternative Education Program (DAEP) Placement*

- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 36.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 36.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  1. The student receives deferred prosecution (see **glossary**),
  2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
  3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and

## *Disciplinary Alternative Education Program (DAEP) Placement*

- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the CBC.

### **Conference**

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Placement Order**

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or

## *Disciplinary Alternative Education Program (DAEP) Placement*

2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy [FNG\(LOCAL\)](#). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office.

Appeals shall begin at [Level Two] with the [board's designee. The board designates the Director for Student Support Services, or the campus Principal.]

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision of the board's designee is final and may not be appealed as per Texas Education Code Sec. 37.009(a).

### **Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district shall provide transportation to students in a DAEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

## *Disciplinary Alternative Education Program (DAEP) Placement*

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## *Placement and/or Expulsion for Certain Offenses*

### **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

#### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

#### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

#### **Newly Enrolled Students**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

#### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

#### **Certain Felonies**

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

## *Placement and/or Expulsion for Certain Offenses*

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

## *Placement and/or Expulsion for Certain Offenses*

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 24.)

#### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

**At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

**Within 300 Feet of School**

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student’s person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

**Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

## While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

## Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

### Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

### Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
  - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:

- Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **Process**

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

### **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Director for Student Support Services authority to conduct hearings and expel students.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, *the Director of Student Support Services* shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or

2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

**Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

**DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

**Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - (1) Knowing that it is within the limits of an incorporated city or town,
    - (2) Knowing that it is insured against damage or destruction,
    - (3) Knowing that it is subject to a mortgage or other security interest,
    - (4) Knowing that it is located on property belonging to another,
    - (5) Knowing that it has located within it property belonging to another, or
    - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another, or
  - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
  - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
  - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
  - a. A machine gun;
  - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBMITTED BY:** *Laura Williams*  
Laura Williams (Aug 11, 2023 08:21 CDT)

**SUPERVISOR:** *am*  
Alejandra Gonzalez (Aug 11, 2023 08:29 CDT)

**Approved for presentation to the Board of Education:**

*Rosalba De Hoyos*

149 \_\_\_\_\_  
**Acting Superintendent of Schools**



**REGION ONE EDUCATION SERVICE CENTER  
PERSONNEL SERVICES COOPERATIVE  
SCHOOL DISTRICT COMMITMENT FORM  
2023-2024**

**McAllen ISD** agrees to participate in the Personnel Services Cooperative for the 2023–2024 school year in accordance with the attached description of cooperative services and following fee schedule.

| 2023-2024                                                                                                            |                               |                                            |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------|
| Region One Personnel Services Cooperative 2023-2024 fees are based on fall snapshot on the 2022-2023 ADA as follows: |                               |                                            |
| #Students                                                                                                            | Annual Fees for New Districts | Annual Renewal Fees for Continuing Members |
| 0-500                                                                                                                | \$1,820.28                    | \$1,455.96                                 |
| 501-1000                                                                                                             | \$2,423.52                    | \$2,060.30                                 |
| 1001-2000                                                                                                            | \$4,243.80                    | \$3,734.28                                 |
| 2001-3000                                                                                                            | \$6,366.36                    | \$5,092.56                                 |
| 3001-5000                                                                                                            | \$7,881.72                    | \$6,305.64                                 |
| 5001-7000                                                                                                            | \$9,699.36                    | \$7,758.96                                 |
| 7001-9000                                                                                                            | \$11,519.64                   | \$8,063.88                                 |
| 9001-12000                                                                                                           | \$13,338.60                   | \$8,669.76                                 |
| 12001-15000                                                                                                          | \$15,277.68                   | \$9,930.36                                 |
| 15001-20000                                                                                                          | \$15,764.76                   | \$10,247.16                                |
| 20001-30000                                                                                                          | \$16,975.20                   | \$11,033.88                                |
| 30,000+                                                                                                              | \$17,730.24                   | \$11,524.92                                |

Region One Personnel Services Cooperative fees are based on the 2022-2023 ADA as follows:

District 2022-2023 reported RADA: 20399

2023-2024 PSS Cost: \$11,033.88



7/11/23

Signature

Date

Jose A. Gonzalez

Superintendent

Typed Name of Authorized Administrator

Title

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz

Leandra C. Ortiz

Please return a signed copy of this form with a check or purchase order by **August 31, 2023**.

Invoice district in Sept. 2023

Check

Purchase Order

Please email or fax this form to:

Brenda Mora- Administrator

bmora@esc1.net

Fax: 956.984.7653

You may contact Brenda Mora at 956.984.6100 or email bmora@esc1.net if you have any questions or would like additional information about this cooperative.



**Region One Education Service Center  
PERSONNEL SERVICES COOPERATIVE**

**Description of Services 2023-2024**

The Region One ESC Personnel Services Cooperative provides member districts with a comprehensive set of services designed to assist districts to recruit and retain highly qualified, certified, and caring teachers and staff in their districts.

The Region One Office of Personnel Support Services will provide **Personnel Services Cooperative Districts the services listed below in bold italics** in addition to the services received by all Region One ESC districts listed below each section:

**I. RECRUITMENT**

**1.1 To assist Personnel Services Cooperative Districts to recruit certified and highly qualified in and out of Region teachers and staff, Region One ESC will**

- (a) Provide Quarterly training on hiring, selection, recruitment, and retention**
- (b) Provide Job Fair representation to 5 job fairs regionally and out of region each semester**
- (c) Disseminate information about Cooperative districts and vacancies through e- mail outs, websites and job fairs**
- (d) Provide registration to the Annual Region One ESC Educator Job Fair or the Region One ESC Paraprofessional/Auxiliary Job Fair at no cost to district for up to 2 recruiters**
- (e) Provide districts the opportunity to join the ONE\*APP consortium for a fee**
- (f) Provide LEAs the opportunity to access the Small District Support services for a fee**

For all districts, Region One ESC will

- (a) Respond to inquiries about teaching in Region One**
- (b) Coordinate the Annual Region One ESC Educator Job Fair**
- (c) Market the need for teachers and staff for the Region One area**
- (d) Collect data, analyze and evaluate regional recruitment efforts**

**1.2 To assist Personnel Services Cooperative districts recruit and develop paraprofessionals into the teaching profession, Region One ESC will**

- (a) Provide on-site assistance and presentations in the areas of financial aid, degree plans, admission requirements and certification in partnership with our Alternative Certification Program**

- (b) ***Partner with districts on a “Grow Your Own” Educator model***

**2. ASSISTANCE**

**2.1 To assist Personnel Services Cooperative districts operate efficiently and effectively, Region One ESC will**

- (a) ***Provide on-site assistance for certification and teacher records review, personnel office procedures and other personnel issues***
- (b) ***Provide districts opportunities to participate in special programs and grants sponsored by Region One ESC***
- (c) ***Provide access to our PSS Coop website focused on up-to-date staffing trends, procedures and legislative updates***
- (d) ***Provide access to support on service records and creditable years of service for salary increment purposes***
- (e) ***Promote district job fairs on Region One ESC Job Fair website***

For all districts, Region One ESC will

- (a) Offer centralized training and technical assistance on certification and assignment requirements to personnel directors and staff
- (b) Provide technical assistance to personnel directors on personnel issues
- (c) Disseminate information and offer staff development on personnel issues and concerns
- (d) Provide an array of personnel related services to include FMLA training, staffing efficiency reviews, school leadership search services and substitute teacher trainings each for a fee

**Each district enrolling in the Personnel Services Cooperative will provide a current list of their district HR staff who will be the designated PSS COOP members (up to 3 per district for RADA 0-9000; up to 6 members for RADA 9001-above).**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBMITTED BY:** *Laura Williams*  
Laura Williams (Aug 10, 2023 18:42 CDT)

**SUPERVISOR:** *am*  
Alejandra Gonzalez (Aug 11, 2023 08:07 CDT)

**Approved for presentation to the Board of Education:**

*Rosalba De Hoyos*

153 **Acting Superintendent of Schools**



*Daniel P. King, Ph.D.  
Executive Director*

# Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 ♦ Ph (956) 984-6000 ♦ Fax (956) 984-7655

June 8, 2023

Dear Dr. J. A. Gonzalez

The Region One Education Service Center appreciates your district's participation in the Library Services and Instructional Resources Virtual Library Cooperative. We impact student achievement by providing high-quality instructional resources and services that help students develop twenty-first century skills. In addition, district and charter schools realize financial benefits from volume purchasing discounts provided through cooperative membership.

The Region One ESC Library Services and Instructional Resources Cooperative District/Charter Commitment Form for 2023-2024 is enclosed. Membership in the Region One ESC Library Services and Instructional Resources Cooperative delivers many instructional resources/services to your campuses. (See Attachment A) We intend to offer an extension to our participating vendors to renew our current resource subscriptions as listed on Attachment A.

The cost of cooperative membership will be \$3.30 per student enrollment for the 2023-2024 school year. The enclosed Cost Benefits Analysis indicates district level savings. The new Innovative Library Services Professional Development package is included in commitment total. Cost benefit analysis is enclosed for professional development package.

Please return the enclosed District/Charter Commitment Form to Region One Education Service Center, ATTN: Library Services and Instructional Resources Cooperative before **August 10, 2023**. Thank you for your assistance.  
Sincerely,

Library Services and Instructional Resources Department  
Technology Solutions Division

VG:AS

Enclosure: District/Charter Commitment Form  
Attachment A  
Cost Benefits Analysis



# Region One Education Service Center

1900 W. Schunior ♦ Edinburg, TX 78541 ♦ Phone (956) 984-6000 Fax (956) 984-7655

## ATTACHMENT A

### 2023-2024 Library Services and Instructional Resources Cooperative

**MackinVIA:** an eResource Management System that contains all the digital resources students and staff will utilize in their schools. MackinVIA will house our shared eBooks and databases.

**eBooks:** The MackinVIA regionally shared eBook library will continue to be added to and will be co-owned by all participating districts/charters. Members from previous years will see their collection grow this year.

#### Virtual Library Databases:

| Resource Type                                   | Resource Title                                                                               | Description                                                                |
|-------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Video                                           | <b>BrainPOP, BrainPOP Jr., BrainPOP Español, BrainPOP Francais, BrainPOP Creative Coding</b> | over 2,359 short, animated movies for students in grades K-12              |
| College & Career Reference Center               | <b>GALE Presents: Peterson's Test Prep w/Career Module</b>                                   | College and Career Testing and Education Reference Center                  |
| News Articles, etc.                             | <b>News-O-Matic</b>                                                                          | Non-fiction stories to keep students reading and build key literacy skills |
|                                                 | <b>TexQuest Partners (* listed below)</b>                                                    |                                                                            |
| Database                                        | * <b>Britannica School</b><br>* <b>Britannica Fundamentals</b>                               | Multi-level Encyclopedia & Resources                                       |
| Database                                        | * <b>Britannica Escolar</b><br>* <b>Britannica Moderna</b>                                   | Spanish Multi-Level Encyclopedia & Resources                               |
| Database<br>College & Career Reference Learning | * <b>EBSCO Learning Express</b>                                                              | Selected Resources for All Levels                                          |
| Database                                        | * <b>Gale Cengage Learning</b>                                                               | Selected Resources for All Levels                                          |
| Video                                           | * <b>Learn360</b>                                                                            | over 12,000 videos from 50+ publishers for students in grades K-12         |
| Database                                        | * <b>ProQuest SIRS Discoverer</b>                                                            | Articles and Websites for K-8                                              |
| Database                                        | * <b>TeachingBooks</b>                                                                       | Resources about Books and Authors                                          |

# Region One on Center

1900 W. Schunior ♦ Edinburg, TX 78541 ♦ Phone (956) 984-6000 Fax (956) 984-7655

## **Professional Development:**

- Professional Development sessions specifically for librarians at Region One at cost
- Fall and Spring workshops
- MegaBYTE membership for librarians only. Professional learning opportunities related to effective technology use.
- Monthly Library Leadership Network meetings for district library contacts

## **Library and Technology Purchasing Cooperative:**

Membership in Region One's Library Services and Instructional Resources Virtual Library Cooperative allows the member to participate in the Library and Technology Purchasing Cooperative for School Purchases from the following categories:

1. **Audio Visual Equipment** – includes audio visual equipment, multi-media projectors, mobile devices, eReaders, smartboards, etc.
2. **Consultants** - includes authors, illustrators, storytellers, trainers, and other presenters
3. **Instructional Software/Applications** - includes library automation, instructional resources/databases, etc.
4. **Library Books** – includes eBooks, digital, audio, and print to include cataloging and processing
5. **Library Furniture** – includes shelving, workstations, stands, tables, chairs, desks, stools, etc.
6. **Library Supplies** – includes book care, protection and repair supplies, book jackets, spine labels, organization and packaging, etc.
7. **Magazine Subscriptions** – includes print and digital magazines, periodicals, journals, etc.
8. **Technology Hardware** – includes computer, monitor, keyboard, mouse, hard disk drive, motherboard, video card, etc.
9. **Technology Equipment** – includes electronic data management or analysis devices, associated peripherals, accessories, etc.
10. **Other Library and Technology Resources/Services** – includes resources or services that do NOT fall under the categories listed above.

# Region One Education Service Center

1900 West Schunior ♦ Edinburg, TX 78541 ♦ Phone (956) 984-6000 Fax (956) 984-7655

## Library Services and Instructional Resources Cooperative

### 2023-2024 Cost Benefit Analysis

District: **McAllen ISD**

The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative makes every effort to provide the highest quality resources and most cost-effective solutions to school districts. We provide resources and services that support the educational needs of today's students by providing resources that support the skills necessary in the twenty first century and resources that better support the state assessments.

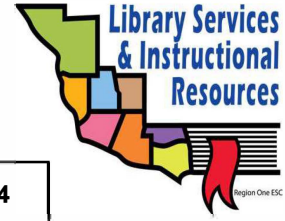
The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative is able to provide resources at a reasonable cost to school districts due to volume purchasing. Below is a cost comparison of the Co-op versus the cost of the resources purchased separately.

| Service                                                                                                                                                      | # Students                           | Co-op<br>Membership Cost<br>(\$3.30 per student) | Cost for district to purchase directly from vendor |                                 |                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------------------|----------------------------------------------------|---------------------------------|------------------------|
|                                                                                                                                                              |                                      |                                                  | Cost                                               | Student/<br>Campus/<br>District | Total                  |
| BrainPOP, BrainPOP Jr., BrainPOP Español, BrainPOP Francais, Creative Coding                                                                                 | 20,399                               | Included in Coop                                 | \$ 5,000.00                                        | /campus                         | \$ 145,000.00          |
| News-O-Matic                                                                                                                                                 | 20,399                               | Included in Coop                                 | \$ 2.50                                            | /student                        | \$ 50,997.50           |
| MackinVia eResource Management System                                                                                                                        | 20,399                               | Included in Coop                                 | \$ 20,000.00                                       | /district                       | \$ 20,000.00           |
| TexQuest (State Funded Databases including Britannica, EBSCO, Gale, Learn360, ProQuest, and Teachingbooks.net))                                              | 20,399                               | Included in Coop                                 | \$ 32.00                                           | /student                        | \$ 652,768.00          |
| Gale Presents Peterson's Test Prep                                                                                                                           | 20,399                               | Included in Coop                                 | \$ 2,231.00                                        | /campus                         | \$ 64,699.00           |
|                                                                                                                                                              |                                      |                                                  |                                                    |                                 |                        |
| MegaBYTE: Professional Development provided by MegaBYTE for LIBRARIANS ONLY                                                                                  | 6 days @ \$1,200 per day             | Included in Coop                                 | participants @ \$3,000 per district                | per day                         | \$ 3,000.00            |
| Professional Development sessions for librarians at Region One at no cost. Non-members pay from \$150 per workshop. (Estimate based on number of librarians) | 30 participants @ \$150 per workshop | Included in Coop                                 | participants @ \$500 per workshop                  | per workshop                    | \$ 500.00              |
| Membership in Region One's Library Purchasing Co-op for                                                                                                      | Amount of savings                    | Included in Coop                                 | Not available                                      |                                 | \$ -                   |
| <b>Total</b>                                                                                                                                                 |                                      |                                                  | <b>\$ 67,316.70</b>                                |                                 | <b>\$ 1,038,464.50</b> |



## Innovative Library Services Professional Development Package

District: McAllen ISD



**LENGTH OF CONTRACT: September 1, 2023 - August 31, 2024**

| SERVICE                        | SERVICE DESCRIPTION                                                                                                                                                     | COST FOR NON-MEMBER                                               | ILS PD MEMBERSHIP COST |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------|
| Innovative Library Services PD | 2 District On-Site Professional Development workshops                                                                                                                   | \$1,200 per day X 2 =<br>\$2,400                                  | included in membership |
|                                | Access to Selected Online Courses and Webinars                                                                                                                          | \$150 per course<br>\$40 per webinar                              | included in membership |
|                                | Library Media Specialist Professional Development at Region One ESC:<br>Engineering and STEM workshops<br>eSports workshops<br>Makerspace workshop<br>Ed Tech workshops | \$150 per workshop X 4<br>workshops = \$600                       | included in membership |
|                                | Academies:<br>New Librarian Academy<br>Library Staff Academy<br>NEW - Library Leadership Academy<br>NEW - MackinVIA Resources Academy                                   | \$550 per academy X 4<br>academies = \$2,200                      | included in membership |
|                                | Librarian Conferences:<br>Fall Media Fair<br>Spring Extravaganza<br>NEW - Virtual Library Conference                                                                    | \$50 per conference X 2<br>\$20 per virtual<br>conference = \$120 | included in membership |
|                                | Professional Growth:<br>2 Book Studies                                                                                                                                  | \$650 per book study X 2<br>= \$1,300                             | included in membership |
|                                | <b>SUBTOTAL</b>                                                                                                                                                         | 30<br>participants @ \$6,810 =<br>\$ 204,300.00                   | <b>\$ 6,500.00</b>     |
| <b>TOTAL</b>                   | <b>\$ 204,300.00</b>                                                                                                                                                    | <b>\$ 6,500.00</b>                                                |                        |

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion and Possible Action on Memorandum of Understanding No. 2024-081 Community-Based Prekindergarten Provider with R. Barrera Group, LLC dba New Horizons Learning Academy

**REFERENCE:** Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

House Bill 3, passed by the 86th Texas Legislature, allowed for the expansion of Prekindergarten programs into childcare and early learning centers. The District has been collaborating with qualified early learning centers within our community to place a certified MISD teacher on site, and provide a high quality Prekindergarten program to more children since 2020.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Through this Memorandum of Understanding ("MOU"), the District and R. Barrera Group, LLC dba New Horizons Learning Academy develop and foster cohesive partnerships and provide a high quality early childhood program for children and their families. Both parties agree to communicate and share leadership responsibilities to maximize resources and to ensure that the program is developed, implemented, and reviewed annually to improve quality of services.

**LEGAL REVIEW:**

The MOU has been approved by legal counsel.

**BUDGETARY CONSIDERATIONS:**


The District pays for the teacher's salary through Local Funds.

**RECOMMENDED BOARD ACTION:**

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2024-081 Community-Based Prekindergarten Provider with R. Barrera Group, LLC dba New Horizons Learning Academy through June 30, 2024, with the option to renew for three (3) additional one (1) year terms.

**SUBMITTED BY:** 

For further information contact:  
Name: Elizabeth Cavazos  
Office: 956-687-6473  
Email: elizabeth.cavazos@mcallsisd.net

**SUPERVISOR:**   
Alejandra Gonzalez (Aug 11, 2023 08:49 CDT)

**Approved for presentation to the Board of Education:**



160

**Acting Superintendent of Schools**

**2024-081**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND**  
**R. BARRERA GROUP, LLC DBA NEW HORIZONS LEARNING ACADEMY**  
**2023-2024**

This Memorandum of Understanding (“MOU”) is by and between **R. Barrera Group, LLC dba New Horizons Learning Academy**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

**Program Requirements:**

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.  
The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

**Term:**

The Term of this Memorandum of Understanding commences August 15, 2023 and ends on June 30, 2024 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

**Program Description:**

Children that are 3 or 4 years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive six (6) hours of instruction daily, in cognitive development by a certified **MISD** teacher, funded by **MISD**, in each classroom, and full day services by a **MISD** teacher and **CBPP** assistant teacher with credentials required by **CBPP** in a designed facility meeting Child Care licensing and **MISD** requirements.

**Days and Hours of Operation:**

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

**Center Sites:**

The name and address of the **CBPP** site that will be serviced by **MISD** is:

**R. Barrera Group, LLC dba New Horizons Learning Academy**  
**Raisa Barrera**  
**5253 N. 23<sup>rd</sup> St.**  
**McAllen, TX 78504**

**Responsibilities:****A. MISD will:**

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
- Implement **MISD’s** state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional

technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;

- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide six (6) hours of daily instruction, in cognitive development of the **CBPP** children utilizing the State Adopted Curriculum (4-year-old); Pre-K Guidelines (4-year-old); and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;
- Assist with the distribution, completion, and submission of the required **MISD**

- student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

**General Conditions:**

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- CBPP shall provide and maintain during the term of the agreement liability insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
  - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
  - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

### **Indemnification:**

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

**Criminal History Information:**

Pursuant to Texas Education Code Section 22.0834, **CBPP** shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subvendor of the **CBPP** if the employee, applicant, agent, or subvendor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. **CBPP** shall certify to **MISD** before beginning work and at no less than on an annual basis thereafter, that this process was followed.

**CBPP** shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from **MISD**'s property or other location where students are regularly present, **MISD** shall be the final decider of what constitutes a "location where students are regularly present". **CBPP**'s violation of this section shall constitute a material breach of contract. If the **CBPP** is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence of compliance acceptable to **MISD**, with this Contract.

**Data Sharing Agreement**

The Data Sharing Agreement between McAllen Independent School District and R. Barrera Group, LLC dba New Horizons Learning Academy is incorporated herein as Exhibit A.

Executed \_\_\_\_\_  
DATE

**McAllen Independent School District**

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

**CBPP**  
**R. Barrera Group, LLC dba New Horizons Learning Academy**

By: \_\_\_\_\_  
Raisa Barrera, Owner/Director

Approved as to form:  
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:17 CDT)  
Leandra C. Ortiz

**Exhibit A**  
**DATA SHARING AGREEMENT**  
**Between The McAllen Independent School District and**  
**R. Barrera Group, LLC dba New Horizons Learning Academy**

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between the McAllen Independent School District (“MISD”) and **R. Barrera Group, LLC dba New Horizons Learning Academy** (“Contractor”) who, as parties to the DSA, elect to accept its terms.

**PREAMBLE**

The mission of Contractor is to provide services to age-eligible and criteria-eligible prekindergarten children.

To that end, data is being requested as part of the DSA to fulfill the organization’s mission. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released. Data that is released must be used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA and MISD’s policies for managing student education records and other confidential information. To the extent permitted by law, MISD grants Contractor license to use such data only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of developing and fostering a cohesive working relationship with the prekindergarten education provider to establish a high quality early childhood program.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

This data shall be provided by MISD to Contractor. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively “ESI”), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor’s employees, contractors or agents.

2. Confidentiality

Contractor will maintain the confidentiality of any and all student data obtained from MISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

- a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.
- b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.
- e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
- g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.
- h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

### 3. Data Breach

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

- a. The security breach notification to MISD shall be written in plain language, and address the following:
  - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.
- b. Contractor agrees to adhere to all requirements in applicable state and federal law

with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.

- c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with Sponsor, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse Sponsor in full for all costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.
- d. Contractor's obligations under section shall survive termination of this Agreement.

#### **4. INDEMNIFICATION**

**CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.**

**NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.**

#### **5. Right to Audit**

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

#### **6. Entire Agreement**

This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

#### **7. Execution**

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

#### **8. Assignment**

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

13. Governing Law

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED \_\_\_\_\_  
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:17 CDT)  
Leandra C. Ortiz

CONTRACTOR:

R. BARRERA GROUP, LLC DBA NEW HORIZONS  
LEARNING ACADEMY

By: \_\_\_\_\_

Print Name: Raisa Barrera

E-mail: raisita88@gmail.com

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion and Possible Action on Memorandum of Understanding No. 2024-082 Community-Based Prekindergarten Provider with Tony's Playhouse Discovery Center, LLC

**REFERENCE:** Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

House Bill 3, passed by the 86th Texas Legislature, allowed for the expansion of Prekindergarten programs into childcare and early learning centers. The District has been collaborating with qualified early learning centers within our community to place a certified MISD teacher on site, and provide a high quality Prekindergarten program to more children since 2020.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Through this Memorandum of Understanding ("MOU"), the District and Tony's Playhouse Discovery Center, LLC develop and foster cohesive partnerships and provide a high quality early childhood program for children and their families. Both parties agree to communicate and share leadership responsibilities to maximize resources and to ensure that the program is developed, implemented, and reviewed annually to improve quality of services.

**LEGAL REVIEW:**

The MOU has been approved by legal counsel.

**BUDGETARY CONSIDERATIONS:**


The District pays for the teacher's salary through Local Funds.

**RECOMMENDED BOARD ACTION:**

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2024-082 Community-Based Prekindergarten Provider with Tony's Playhouse Discovery Center, LLC through June 30, 2024, with the option to renew for three (3) additional one (1) year terms.

**SUBMITTED BY:** 

For further information contact:  
Name: Elizabeth Cavazos  
Office: 956-687-6473  
Email: elizabeth.cavazos@mcallsisd.net

**SUPERVISOR:**   
Alejandra Gonzalez (Aug 11, 2023 08:49 CDT)

**Approved for presentation to the Board of Education:**



172

**Acting Superintendent of Schools**

**2024-082**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND**  
**TONY’S PLAYHOUSE DISCOVERY CENTER, LLC**  
**2023-2024**

This Memorandum of Understanding (“MOU”) is by and between **Tony’s Playhouse Discovery Center, LLC**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

**Program Requirements:**

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

**Term:**

The Term of this Memorandum of Understanding commences August 15, 2023 and ends on June 30, 2024 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

**Program Description:**

Children that are 3 or 4 years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive six (6) hours of instruction daily, in cognitive development by a certified **MISD** teacher, funded by **MISD**, in each classroom, and full day services by a **MISD** teacher and **CBPP** assistant teacher with credentials required by **CBPP** in a designed facility meeting Child Care licensing and **MISD** requirements.

**Days and Hours of Operation:**

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

**Center Sites:**

The name and address of the **CBPP** site that will be serviced by **MISD** is:

**Tony’s Playhouse Discovery Center, LLC**  
**Evon Ibarra**  
**1929 Pecan Blvd.**  
**McAllen, TX 78504**

**Responsibilities:****A. MISD will:**

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
- Implement **MISD’s** state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a

high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;

- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide six (6) hours of daily instruction, in cognitive development of the **CBPP** children utilizing the State Adopted Curriculum (4-year-old); Pre-K Guidelines (4-year-old); and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;

- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

**General Conditions:**

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- CBPP shall provide and maintain during the term of the agreement liability

insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
  - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
  - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

#### **Indemnification:**

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both

**MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

**Criminal History Information:**

Pursuant to Texas Education Code Section 22.0834, **CBPP** shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subvendor of the **CBPP** if the employee, applicant, agent, or subvendor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. **CBPP** shall certify to **MISD** before beginning work and at no less than on an annual basis thereafter, that this process was followed.

**CBPP** shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from **MISD**'s property or other location where students are regularly present, **MISD** shall be the final decider of what constitutes a "location where students are regularly present". **CBPP**'s violation of this section shall constitute a material breach of contract. If the **CBPP** is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence of compliance acceptable to **MISD**, with this Contract.

**Data Sharing Agreement**

The Data Sharing Agreement between McAllen Independent School District and **Tony's Playhouse Discovery Center, LLC** is incorporated herein as Exhibit A.

Executed \_\_\_\_\_  
DATE

**McAllen Independent School District**

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

**CBPP  
Tony's Playhouse Discovery Center, LLC**

By: \_\_\_\_\_  
Evon Ibarra, Owner/Director

Approved as to form:  
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:18 CDT)  
Leandra C. Ortiz

**Exhibit A**  
**DATA SHARING AGREEMENT**  
**Between The McAllen Independent School District**  
**and Tony's Playhouse Discovery Center, LLC**

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the McAllen Independent School District ("MISD") and **Tony's Playhouse Discovery Center, LLC** ("Contractor") who, as parties to the DSA, elect to accept its terms.

**PREAMBLE**

The mission of Contractor is to provide services to age-eligible and criteria-eligible prekindergarten children.

To that end, data is being requested as part of the DSA to fulfill the organization's mission. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released. Data that is released must be used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA and MISD's policies for managing student education records and other confidential information. To the extent permitted by law, MISD grants Contractor license to use such data only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of developing and fostering a cohesive working relationship with the prekindergarten education provider to establish a high quality early childhood program.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

This data shall be provided by MISD to Contractor. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively "ESI"), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor's employees, contractors or agents.

2. Confidentiality

Contractor will maintain the confidentiality of any and all student data obtained from MISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

- a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.
- b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.
- e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
- g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.
- h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

### 3. Data Breach

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

- a. The security breach notification to MISD shall be written in plain language, and address the following:
  - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.
- b. Contractor agrees to adhere to all requirements in applicable state and federal law

with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.

- c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with Sponsor, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse Sponsor in full for all costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.
- d. Contractor's obligations under section shall survive termination of this Agreement.

#### **4. INDEMNIFICATION**

**CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.**

**NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.**

#### **5. Right to Audit**

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

#### **6. Entire Agreement**

This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

#### **7. Execution**

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

#### **8. Assignment**

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

13. Governing Law

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED \_\_\_\_\_  
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:18 CDT)  
Leandra C. Ortiz

CONTRACTOR:

TONY'S PLAYHOUSE DISCOVERY CENTER, LLC

By: \_\_\_\_\_

Print Name: Evon Ibarra

E-mail: tonys\_playhouse@yahoo.com

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion and Possible Action on Understanding No. 2024-083 Community-Based Prekindergarten Provider with ABC University Educare

**REFERENCE:** Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

House Bill 3, passed by the 86th Texas Legislature, allowed for the expansion of Prekindergarten programs into childcare and early learning centers. The District has been collaborating with qualified early learning centers within our community to place a certified MISD teacher on site, and provide a high quality Prekindergarten program to more children since 2020.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Through this Memorandum of Understanding ("MOU"), the District and ABC University Educare develop and foster cohesive partnerships and provide a high quality early childhood program for children and their families. Both parties agree to communicate and share leadership responsibilities to maximize resources and to ensure that the program is developed, implemented, and reviewed annually to improve quality of services.

**LEGAL REVIEW:**

The MOU has been approved by legal counsel.

**BUDGETARY CONSIDERATIONS:**


The District pays for the teacher's salary through Local Funds.

**RECOMMENDED BOARD ACTION:**

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2024-083 Community-Based Prekindergarten Provider with ABC University Educare through June 30, 2024, with the option to renew for three (3) additional one (1) year terms.

**SUBMITTED BY:** 

For further information contact:  
Name: Elizabeth Cavazos  
Office: 956-687-6473  
Email: elizabeth.cavazos@mcallsisd.net

**SUPERVISOR:**   
Alejandra Gonzalez (Aug 11, 2023 08:49 CDT)

**Approved for presentation to the Board of Education:**



**2024-083**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND**  
**ABC UNIVERSITY EDUCARE**  
**2023-2024**

This Memorandum of Understanding (“MOU”) is by and between **ABC University Educare**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

**Program Requirements:**

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.  
The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

**Term:**

The Term of this Memorandum of Understanding commences August 15, 2023 and ends on June 30, 2024 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

**Program Description:**

Children that are 3 or 4 years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive six (6) hours of instruction daily, in cognitive development by a certified **MISD** teacher, funded by **MISD**, in each classroom, and full day services by a **MISD** teacher and **CBPP** assistant teacher with credentials required by **CBPP** in a designed facility meeting Child Care licensing and **MISD** requirements.

**Days and Hours of Operation:**

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

**Center Sites:**

The name and address of the **CBPP** site that will be serviced by **MISD** is:

**ABC University Educare**  
**Maira Cortes**  
**517 Pecan Blvd.**  
**McAllen, TX 78501**

**Responsibilities:****A. MISD will:**

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
- Implement **MISD**’s state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a

high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;

- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide six (6) hours of daily instruction, in cognitive development of the **CBPP** children utilizing the State Adopted Curriculum (4-year-old); Pre-K Guidelines (4-year-old); and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;

- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

**General Conditions:**

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- CBPP shall provide and maintain during the term of the agreement liability

insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
  - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
  - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

#### **Indemnification:**

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both

**MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

**Criminal History Information:**

Pursuant to Texas Education Code Section 22.0834, **CBPP** shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subvendor of the **CBPP** if the employee, applicant, agent, or subvendor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. **CBPP** shall certify to **MISD** before beginning work and at no less than on an annual basis thereafter, that this process was followed.

**CBPP** shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from **MISD**'s property or other location where students are regularly present, **MISD** shall be the final decider of what constitutes a "location where students are regularly present". **CBPP**'s violation of this section shall constitute a material breach of contract. If the **CBPP** is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence of compliance acceptable to **MISD**, with this Contract.

**Data Sharing Agreement**

The Data Sharing Agreement between McAllen Independent School District and **ABC University Educare** is incorporated herein as Exhibit A.

Executed \_\_\_\_\_  
DATE

**McAllen Independent School District**

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

**CBPP  
ABC University Educare**

By: \_\_\_\_\_  
Maira Cortes, Owner/Director

Approved as to form:  
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:30 CDT)  
Leandra C. Ortiz

**Exhibit A**  
**DATA SHARING AGREEMENT**  
**Between The McAllen Independent School District**  
**and ABC University Educare**

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between the McAllen Independent School District (“MISD”) and **ABC University Educare** (“Contractor”) who, as parties to the DSA, elect to accept its terms.

**PREAMBLE**

The mission of Contractor is to provide services to age-eligible and criteria-eligible prekindergarten children.

To that end, data is being requested as part of the DSA to fulfill the organization’s mission. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released. Data that is released must be used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA and MISD’s policies for managing student education records and other confidential information. To the extent permitted by law, MISD grants Contractor license to use such data only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of developing and fostering a cohesive working relationship with the prekindergarten education provider to establish a high quality early childhood program.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

This data shall be provided by MISD to Contractor. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively “ESI”), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor’s employees, contractors or agents.

2. Confidentiality

Contractor will maintain the confidentiality of any and all student data obtained from MISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

- a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.
- b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.
- e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
- g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.
- h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

### 3. Data Breach

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

- a. The security breach notification to MISD shall be written in plain language, and address the following:
  - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the

notification was delayed as a result of a law enforcement investigation.

- b. Contractor agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.
- c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with Sponsor, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse Sponsor in full for all costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.
- d. Contractor's obligations under section shall survive termination of this Agreement.

#### 4. **INDEMNIFICATION**

**CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.**

**NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.**

#### 5. Right to Audit

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

#### 6. Entire Agreement

This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

#### 7. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

#### 8. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

13. Governing Law

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED \_\_\_\_\_  
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:30 CDT)  
Leandra C. Ortiz

CONTRACTOR:

ABC UNIVERSITY EDUCARE

By: \_\_\_\_\_  
Maira Cortes, Owner/Director

E-mail: abc.university@yahoo.com

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion and Possible Action on Memorandum of Understanding No. 2024-098 Community-Based Prekindergarten Provider with Rhema's Learning Center, LLC

**REFERENCE:** Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

House Bill 3, passed by the 86th Texas Legislature, allowed for the expansion of Prekindergarten programs into childcare and early learning centers. The District has been collaborating with qualified early learning centers within our community to place a certified MISD teacher on site, and provide a high quality Prekindergarten program to more children since 2020.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Through this Memorandum of Understanding ("MOU"), the District and Rhema's Learning Center, LLC, develop and foster cohesive partnerships and provide a high quality early childhood program for children and their families. Both parties agree to communicate and share leadership responsibilities to maximize resources and to ensure that the program is developed, implemented, and reviewed annually to improve quality of services.

**LEGAL REVIEW:**

The MOU has been approved by Legal Counsel.


**BUDGETARY CONSIDERATIONS:**

The District pays for the teacher's salary through Local Funds.

**RECOMMENDED BOARD ACTION:**

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2024-098 Community-Based Prekindergarten Provider with Rhema's Learning Center, LLC through June 30, 2024, with the option to renew for three (3) additional one (1) year terms.

**SUBMITTED BY:** 

**SUPERVISOR:**   
Alejandra Gonzalez (Aug 11, 2023 08:49 CDT)

For further information contact:  
Name: Elizabeth Cavazos  
Office: 956-687-6473  
Email: elizabeth.cavazos@mcallsisd.net

**Approved for presentation to the Board of Education:**



196

**Acting Superintendent of Schools**

**2024-098**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND**  
**RHEMA’S LEARNING CENTER, LLC**  
**2023-2024**

This Memorandum of Understanding (“MOU”) is by and between **Rhema’s Learning Center, LLC**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

**Program Requirements:**

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.  
The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

**Term:**

The Term of this Memorandum of Understanding commences August 15, 2023 and ends on June 30, 2024 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

**Program Description:**

Children that are 3 or 4 years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive six (6) hours of instruction daily, in cognitive development by a certified **MISD** teacher, funded by **MISD**, in each classroom, and full day services by a **MISD** teacher and **CBPP** assistant teacher with credentials required by **CBPP** in a designed facility meeting Child Care licensing and **MISD** requirements.

**Days and Hours of Operation:**

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

**Center Sites:**

The name and address of the **CBPP** site that will be serviced by **MISD** is:

**Rhema’s Learning Center, LLC**  
**Liseth Solar**  
**2402 Buddy Owens Avenue**  
**McAllen, TX 78504**

**Responsibilities:****A. MISD will:**

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
- Implement **MISD’s** state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional

technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;

- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide six (6) hours of daily instruction, in cognitive development of the **CBPP** children utilizing the State Adopted Curriculum (4-year-old); Pre-K Guidelines (4-year-old); and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;
- Assist with the distribution, completion, and submission of the required **MISD**

- student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

**General Conditions:**

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- CBPP shall provide and maintain during the term of the agreement liability insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
  - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
  - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

### **Indemnification:**

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

**Criminal History Information:**

Pursuant to Texas Education Code Section 22.0834, **CBPP** shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subvendor of the **CBPP** if the employee, applicant, agent, or subvendor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. **CBPP** shall certify to **MISD** before beginning work and at no less than on an annual basis thereafter, that this process was followed.

**CBPP** shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from **MISD**'s property or other location where students are regularly present, **MISD** shall be the final decider of what constitutes a "location where students are regularly present". **CBPP**'s violation of this section shall constitute a material breach of contract. If the **CBPP** is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence of compliance acceptable to **MISD**, with this Contract.

**Data Sharing Agreement**

The Data Sharing Agreement between McAllen Independent School District and Rhema's Learning Center, LLC is incorporated herein as Exhibit A.

Executed \_\_\_\_\_  
DATE

**McAllen Independent School District**

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

**CBPP  
Rhema's Learning Center, LLC**

By: \_\_\_\_\_  
Liseth Solar

Approved as to form:  
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:26 CDT)  
Leandra C. Ortiz

**Exhibit A**  
**DATA SHARING AGREEMENT**  
**Between The McAllen Independent School District and**  
**RHEMA'S LEARNING CENTER, LLC**

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the McAllen Independent School District ("MISD") and **Rhema's Learning Center, LLC** ("Contractor") who, as parties to the DSA, elect to accept its terms.

**PREAMBLE**

The mission of Contractor is to provide services to age-eligible and criteria-eligible prekindergarten children.

To that end, data is being requested as part of the DSA to fulfill the organization's mission. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released. Data that is released must be used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA and MISD's policies for managing student education records and other confidential information. To the extent permitted by law, MISD grants Contractor license to use such data only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of developing and fostering a cohesive working relationship with the prekindergarten education provider to establish a high quality early childhood program.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

This data shall be provided by MISD to Contractor. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively "ESI"), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor's employees, contractors or agents.

2. Confidentiality

Contractor will maintain the confidentiality of any and all student data obtained from MISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

- a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.
- b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.
- e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
- g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.
- h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

### 3. Data Breach

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

- a. The security breach notification to MISD shall be written in plain language, and address the following:
  - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.
- b. Contractor agrees to adhere to all requirements in applicable state and federal law

with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.

- c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with Sponsor, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse Sponsor in full for all costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.
- d. Contractor's obligations under section shall survive termination of this Agreement.

#### **4. INDEMNIFICATION**

**CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.**

**NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.**

#### **5. Right to Audit**

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

#### **6. Entire Agreement**

This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

#### **7. Execution**

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

#### **8. Assignment**

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

13. Governing Law

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED \_\_\_\_\_  
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Debbie Crane Aliseda, Board President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Aug 10, 2023 14:26 CDT)  
Leandra C. Ortiz

CONTRACTOR:

RHEMA'S LEARNING CENTER, LLC

By: \_\_\_\_\_  
Liseth Solar, Director

E-mail: rhemaslearningcenter@yahoo.com

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBMITTED BY:**   
Norma Cabrera (Aug 10, 2023 17:11 CDT)

**SUPERVISOR:**   
Maribelle Elizondo (Aug 10, 2023 20:51 CDT)

**Approved for presentation to the Board of Education:**



208

**Acting Superintendent of Schools**

**EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT  
FOR  
UTRGV Project MHS ACCESS: Accessing Mental Health Services**

THIS AGREEMENT is between The University of Texas Rio Grande Valley, (“University”), a component institution of The University of Texas System, (“System”), and McAllen Independent School District, (“Facility”), a Local Education Agency having its principal office at McAllen, State of Texas. This agreement sets forth the terms and conditions under which Facility shall employ a School Based Mental Health Services Provider (SBMHSP) Intern, from School Psychology, Counseling, and/or Social Work from UTRGV’s Project MHS ACCESS (“Project”) as determined by Facility and University faculty.

**Recitals**

Facility operates facilities located at 2112 N. Main St. in the City of McAllen, State of Texas, and therein provides school mental health services and school psychological services by appropriately credentialed individuals.

Facility under separate agreement will employ a UTRGV student, as a School Psychology Intern under full time employment (with benefits), while the Counseling and Social Work Interns will be hired as part-time or contract (non-fringe benefits) employees. and University is not a party to that employment agreement.

University provides Internships in School Psychology, Counseling, and Social Work and desires to provide Interns with practical educational experience by utilizing appropriate facilities and personnel of third parties (“Program”).

Facility has committed to providing its SBMHSP Interns with a continuing learning experience and desires to cooperate with University to establish and implement the Project which involves the students and personnel of University and the facilities and personnel of Facility.

**Agreement**

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that the Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

- 1. RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program. In connection with such Program, Facility will:

- a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;
- b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience;
- c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
  - i. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.
  - ii. University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.
  - iii. No person shall act as Facility Liaison without the prior written approval of University.
  - iv. In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph 1.c.
- d. assign an internship supervisor who has appropriate credentials, time, and interest for training the internship student, including
  - i. For Counseling Intern: a "site supervisor" must have a minimum of a master's degree in counseling or closely related field with equivalent qualifications, including appropriate certifications and/or licenses and at least three (3) years' counseling experience.
  - ii. For School Psychology Intern: a "Field-Based Supervisor" must have a license as a Licensed Specialist in School Psychology (LSSP) with at least three (3) years of unsupervised experienced who meets all requirements for supervision set forth by the Texas Behavioral Health Executive Council. Appoint and authorize one of its employees with the appropriate license(s) to agree to serve as a Field-Based Supervisor to supervise a School Psychology

Intern in accordance with the terms of the Field Supervisor Agreement (**Attachment 1** to this agreements).

- iii. For Social Work Intern: The internship supervisor (field instructor) for the BSW student intern must hold a BSW degree from an accredited program with a minimum of 5 years post degree experience. The internship supervisor (field instructor) for an MSW student intern must hold an MSW/MSSW degree from an accredited program with a minimum of 2 years post graduate experience.
  - iv. knowledge of the program's expectations, requirements, and evaluation procedures for students;
  - v. In the event the internship supervisor later becomes unable or unqualified, Facility will appoint another person in accordance with the procedure outlined in this section;
- e. place the SBMHSP Interns into high-need schools to complete the requirements for each respective degree utilizing the following process:
- SBMHSP will be housed at the Crockett Building located at 2112 N Main St. McAllen, TX 78501
  - Be part of the College, Career, Counseling Department
  - Will provide services to all campuses as needed.
- f. employ an estimated three (3) SBMHSP Interns that will be placed into employment in high-need schools and Facility on an annual basis. The School Psychology Intern will be hired as a full-time employee (with benefits), while the Counseling and Social Work Interns will be hired as part-time or contract (non-fringe benefits) employees. Facility under separate agreement will employ the SBMHSP Interns and University is not a party to those employment agreements;
- g. assume sole responsibility for the quality of the care of Facility students;
- h. cooperate fully with the University in matters related to SBMHSP Intern's academic performance and conduct related to the Program experience;
- i. provide opportunities for the SBMHSP Interns to engage in a variety of direct client contact counseling activities under supervision which will allow the Facility Internship Supervisor to evaluate the Interns' performance (individual counseling,

group counseling, family counseling, consultation, tele mental health as authorized by all applicable law, and/or parent/guardian education);

- j. provide the SBMHSP Interns with adequate workspace and video communications platform and materials to conduct professional activities, and an appropriate system to store confidential records and materials;
- k. provide appropriate supervisory contact, as required by the licensing entities and program requirements for School Psychology, Counseling and/or Social Work on a weekly basis with SBMHSP Interns that involves examination of interns' work, such as using audio/visual recordings, observation, collaboration, and/or live individual or triadic supervision;
- l. provide written midterm and final evaluations of SBMHSP Interns based on criteria established by the University program;
- m. provide the SBMHSP Intern with an orientation for district and campus policies, regulations and guidelines;
- n. collaborate with the Project evaluators to implement the Project and analyze data to determine if the Project is effective.
- o. collaborate with project team to provide support for SMBHSP Interns to administer surveys with K-12 students to measure project outcomes.
- p. work with the Project evaluators to use an evaluation plan, including formative and summative measures, to determine the effectiveness of the proposed Project. The evaluation plan shall align with Project goals, objectives, and outcomes, and to accomplish this alignment, meet with the Project evaluators and Project leadership twice per year to help evaluate data and analyze changes for continuous program improvement; collaborate with the Project evaluator to utilize formative and summative measures to (1) assess whether project team members conducted program activities aligned with the Project plan, (2) make improvements to the Project after each progress report of the grant award, and (3) offer a summary of the project's outcomes.

**2. RESPONSIBILITIES OF UNIVERSITY.** University will:

- a. assign only those SBMHSP Interns who have satisfactorily completed those portions of University curriculum that are prerequisites to Project participation and confirm, if requested by Facility, those SBMHSP Interns;
  - b. furnish Facility with the names of the SBMHSP Counseling and Social Work Interns assigned by University to participate in the Program;
  - c. designate a member of the University faculty (“University Representative”) to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative;
  - d. provide the Facility an academic calendar that shall include start and end dates for periods of field experience prior to placement of the student for SMMHSP Counseling and Social Work Interns;
  - e. provide the Facility with the Ethical Standards for School Psychology, Counseling, and Social Work;
  - f. notify the SBMHSP Interns that they must adhere to the administrative policies, rules, standards, schedules, and practices of the Facility;
  - g. ensure the Facility Liaison shall be available for consultation with internship supervisors and SBMHSP Interns and shall be immediately contacted should any problem or change in relation to student, site, or the University occur;
  - h. confirm the University instructor is responsible for the assignment of a course grade;
  - i. offer Field-Based/Site supervision training, if necessary or required by accrediting agencies, and will provide information on supervision training opportunities that offer continuing education hours.
3. Is understood and agreed by and between the parties that Facility has the right to terminate the SBMHSP Intern, however, Facility agrees such action will not be taken until the grievance against any SBMHSP Intern has been discussed with the intern and respective University program, and Facility informs the University instructor. Further, Facility will cooperate with University by providing information related to termination that relates to SBMHSP Intern’s participation in the Program. The University Representative maintains the right to hold its students accountable for academic performance or conduct in accordance with University policies and procedures.
4. **NOTICES.** All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party’s designated representative.

5. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.
6. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement or SBMHSP Intern plan shall be valid unless reduced to writing, signed by an authorized representative of each party.
7. **ASSIGNMENT.** This Agreement may not be assigned by either party without prior written approval of the other party.
8. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending five (5) years after the date executed (“initial Term”) unless terminated earlier as provided herein. After such initial Term, this Agreement may be renewed by written consent of the parties. Either party may terminate this Agreement by giving the other 180 days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such 180 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
9. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas.
10. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. To the extent applicable, Facility designates University personnel and University students as a school official with a legitimate educational interest in the educational records of Facility students that are also protected by FERPA.
11. **INSURANCE.** SBMHSP Interns from the UTRGV counseling and school psychology programs will be responsible for obtaining professional liability insurances for claims arising out of the activities conducted during the clinical experience with minimum limits of liability of \$1,000,000.00 per claim and \$3,000,000.00 aggregate and maintaining such coverage for the duration of their internships. SBMHSP interns from UTRGV’s social work program will be covered by the Specified Medical Professional Liability policy maintained by The Texas University System for the benefit of students in the program with a minimum of at least One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate

- a. Upon request, SBMHSP Intern and/or University shall provide Facility with current certificate of insurance or renewal of insurance for all policies required during the term of this Agreement so that Facility has evidence of required insurance being effective at all times.

**12. COMPENSATION.** University, through Project MHS ACCESS grant funds, will provide Facility the following stipends. Facility will bill University for stipends.

- a. School Psychology Intern will receive a stipend, paid out through Facility, in the amount of   \$30,000   per academic year.
- b. School Psychology Field-Based/Site Supervisor will receive a stipend, paid out through facility, in the amount of   \$3,000   per academic year.
- c. Counseling Intern will receive a stipend, paid out through Facility, in the amount of   \$10,000   per academic year.
- d. Counseling Field-Based/Site Supervisor will receive a stipend, paid out through Facility, in the amount of   \$1,000   per academic year.
- e. Social Work Intern will receive a stipend, paid out through Facility, in the amount of   \$20,000   per academic year.
- f. Social Work Field-Based/Site Supervisor will receive a stipend, paid out through Facility, in the amount of   \$1,000   per academic year.

**UNIVERSITY:**

By: \_\_\_\_\_  
 Luis H. Zayas, Ph.D.  
 Provost and Senior Vice President for Academic  
 Affairs

Date: \_\_\_\_\_

**FACILITY:**

By: \_\_\_\_\_  
 Debbie Crane Aliseda  
 Board of Trustees, President

Date: \_\_\_\_\_

Approved as to form:  
 Walsh Gallegos Treviño Kyle & Robinson P.C.

by:   Kacey Villafuerte    
Kacey Villafuerte (Aug 10, 2023 13:01 CDT)  
 Kacey Villafuerte

**UTRGV SCHOOL PSYCHOLOGY INTERNSHIP PROGRAM  
FIELD-BASED SUPERVISOR  
SUPERVISION AGREEMENT**

**Recitals**

Whereas Facility and University have entered into an Educational Experience Affiliation Agreement for the UTRGV School Psychology Program Internship (Program).

Whereas Field-Based Supervisor is employed by \_\_\_\_\_ (Facility) and provides school psychological services.

Whereas Facility has employed School Psychology Intern under separate agreement and University is not a party to that employment agreement.

Whereas, School Psychology Intern is enrolled at UTRGV in the School Psychology Program Internship course and requires a Field-Based Supervisor to oversee the internship experience.

Now therefore, in carrying out the terms of the Program, the following is understood and agreed to by the undersigned.

1. \_\_\_\_\_ will serve as a School Psychology Intern. The internship setting location is \_\_\_\_\_.
2. The internship will begin on \_\_\_\_\_ (month, day, year) and end on \_\_\_\_\_ (month, day, year), for an approximate total of \_\_\_\_\_ hours.
3. \_\_\_\_\_ will serve as Field-Based Supervisor for the same period, unless Facility determines otherwise.
4. The Field-Based Supervisor(s):
  - a. Holds appropriate certifications/degrees (i.e., the LSSP with three years unsupervised experience).
  - b. is responsible for all duties performed by the School Psychology Intern during the above internship period.
  - c. will review School Psychology Intern's work including test protocols, counseling records or notes, reports, etc. and observe the student's professional skills.
  - d. will co-sign all psychological reports/evaluations.

- e. will complete the *Internship Evaluation and Competencies Form*, and other evaluative forms as appropriate.
  - f. will provide at least two hours of supervision weekly with the intern, with at least one hour being face-to-face.
  - g. will be available by appointment as requested by the School Psychology Intern.
  - h. will be available for contact on emergency basis as needed.
  - i. will complete an intern evaluation at the end of each semester and discuss the evaluation with the intern. Field-Based Supervisor will prepare this evaluation specifically for the internship experience and Field-Based Supervisor understands that the employer may require a different employment evaluation.
  - j. will contact the University Supervisor for any significant issue related to the School Psychology Intern, as needed.
5. Field-Based Supervisor agrees to work with Facility to ensure that activities appropriate for the Program, which are found in the *Internship Handbook*, are assigned to the School Psychology Intern. School Psychology Interns may, for example:
- a. Complete full individual evaluations, case consultation and collaboration, parent collaboration and training, and other psychological services, as appropriate.
  - b. Attend staff meetings, to include:
    - (1) Inservice and professional development meetings of LSSPs and other school personnel.
    - (2) Miscellaneous staff meetings when possible.
  - c. Plan and conduct workshops and in-service programs for teachers, counselors, family members, and other personnel.
  - d. Plan appropriate interventions for children referred for assistance, and participate in these interventions, including counseling and development of behavior plans, if appropriate.
  - e. Participate in campus prereferral committees and ARDs.
  - f. Serve as a resource to the school staff appropriate to the intern's level of training.
  - g. Participate in crisis management training, prevention, and postvention.
  - h. Other activities as appropriate.
6. The intern has negotiated an employment contract consistent with Facility's policy stipulating the following:
- a. commitment to the internship as a diversified training experience
  - b. internship responsibilities, including campus assignments and roles
  - b. provision of supervision
  - c. provision for continuing education
  - d. travel expenses
  - e. work environment, e.g., office space, computer access, secretarial/clerical assistance
  - f. contract and salary
7. The Program will designate a faculty member to act as the University Supervisor. Regularly scheduled contact with the School Psychology Intern will be held with the University Supervisor who is also available for mediation of difficulties.

8. The University Supervisor will notify the School Psychology Intern that he or she is responsible for:
- a. Adherence to the administrative policies, rules, standards, schedules, and practices of the Facility.
  - b. Arrangements for his/her own transportation.
  - c. Informing the site supervisor of School Psychology Intern's obligation to attend supervision and professional development sessions at the University once each semester.
  - b. Arrangements for the University Supervisor to make a site visit once each semester.
9. It is understood and agreed by and between the parties that Facility has the right to terminate the School Psychology Intern whose behavior or health status is detrimental to the clients/students in the Facility. Further, Facility reserves the right to terminate the use of the facility by the School Psychology Intern, if, in the opinion of the Field-Based Supervisor, the School Psychology Intern's behavior is detrimental to the operation of the Facility and/or to student or client case, however, Facility agrees such action will not be taken until the grievance against the School Psychology Intern has been discussed with the intern, and Facility informs the University supervisor. Further, Facility will cooperate with University by providing information related to termination that relates to School Psychology Intern's participation in the Program. The University Supervisor maintains the right to hold its students accountable for academic performance or conduct in accordance with University policies and procedures.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Field-Based Supervisor

By: \_\_\_\_\_ Date \_\_\_\_\_  
UTRGV School Psychology Intern Student

By: \_\_\_\_\_ Date \_\_\_\_\_  
Director of Special Education  
Or Administrative Representative

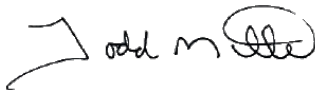
By: \_\_\_\_\_ Date \_\_\_\_\_  
UTRGV School Psychology Program Internship Director

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

Attachment:

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Aug 9, 2023

**SUBMITTED BY:** \_\_\_\_\_

**Approved for presentation to the Board of Education:**

**219**   
**Acting Superintendent of Schools**  
Aug 9, 2023

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion and Possible Action of the Job Description for a Staff Attorney

**REFERENCE:** Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Administration recommends the hiring of an in-house staff attorney to manage and provide legal services for the district. Under the supervision of the Board of Trustees and the Superintendent, the Staff Attorney shall be responsible for coordination of all legal matters within the framework of the philosophy of objectives established by Board policy, statutes, and standards of regulatory agencies, and in accordance with administrative regulations and procedures.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The Staff Attorney will also provide counsel and assistance to district staff, and actualize the goals of the Board of Trustees and the Superintendent of Schools through District-wide planning, direction, program initiatives, benchmarking and continuous improvement.

**LEGAL REVIEW:** None

**BUDGETARY CONSIDERATIONS:**

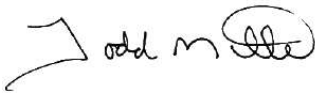
Funds for this position will be paid for from local funds.

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the job description of Staff Attorney.


Attachment:

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**  \_\_\_\_\_  
Aug 11, 2023

**SUBMITTED BY:** \_\_\_\_\_

For further information contact:  
Name: Todd Miller  
Office: Human Resources (956) 618-6009  
eMail: Todd.Miller@mcallenisd.net

**Approved for presentation to the Board of Education:**  
  
220 \_\_\_\_\_  
**Acting Superintendent of Schools**  
Aug 11, 2023

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion and Possible Action of the Job Description for Director of Accountability

**REFERENCE:** Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

The Director of Accountability leads all facets of accountability and support for school improvement in McAllen ISD. This includes ensuring the timely delivery of professional learning on accountability systems, planning and coordinating all communication with staff and other stakeholders, and managing continuous improvement efforts.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The position provides leadership in the design, analysis, and reporting of student accountability, survey, and other data to identify historical trends, predict student performance, and support campus and district planning.

**LEGAL REVIEW:** None

**BUDGETARY CONSIDERATIONS:**

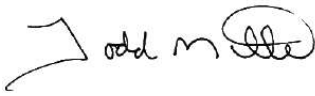
Funds for this position will be paid for from local funds.

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the job description for Director of Accountability.


Attachment:

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**  \_\_\_\_\_  
Aug 11, 2023

**SUBMITTED BY:** \_\_\_\_\_

For further information contact:  
Name: Todd Miller  
Office: Human Resources (956) 618-6009  
eMail: Todd.Miller@mcallenisd.net

**Approved for presentation to the Board of Education:**  
  
221 \_\_\_\_\_  
**Acting Superintendent of Schools**  
Aug 11, 2023

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**

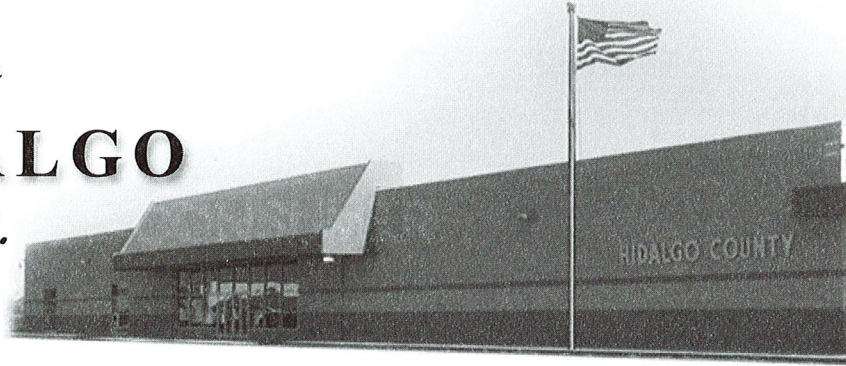


222  
**Superintendent of Schools**

Office of Tax Assessor-Collector

# COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



July 12, 2023

MCALLEN ISD  
ADEL FELIX  
2000 NORTH 23RD  
MCALLEN, TX 78501

P.O. Box 178  
Edinburg, Texas 78540-0178  
Ph. (956) 318-2157  
Fax (956) 318-2733  
[www.hidalgocountytax.org](http://www.hidalgocountytax.org)

Re: 2023 MCALLEN ISD Anticipated Collection Rate  
And Excess 2022 Debt Tax Collections

Dear Mr/s. FELIX:

As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2022 to the governing body.

### Certification

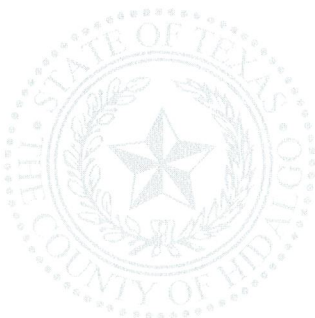
This is to certify that the Estimated Collection Rate for the year 2023 has been projected at the 100% rate.

Also, the 2022 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2022 Debt Service Report.

Sincerely,

  
Pablo (Paul) Villarreal Jr., PCC

Encl



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**Attachment:**

**SUBMITTED BY:** *[Signature]*

**SUPERVISOR:** *Adelfino*

**Approved for presentation to the Board of Education:**

*Rosalba De Hoyos*

224

**Acting Superintendent of Schools**

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
MCALLEN I.S.D. TAXES COLLECTED FOR:  
MAY 2023**

**COMPARATIVE RATE OF COLLECTIONS**

| MCALLEN I.S.D.<br>SML - 47 | ORIGINAL<br>TAX LEVY  | COLLECTED<br>TO DATE | DROPPED YRS<br>AFTER PURGE | MODIF.<br>TO DATE | TAXES<br>OUTSTANDING | PERCENT<br>2022/2023 | COLLECTED<br>2021/2022 |
|----------------------------|-----------------------|----------------------|----------------------------|-------------------|----------------------|----------------------|------------------------|
| 2022 TAX ROLL              | 96,621,135.70         | 93,629,018.29        | -                          | 424,814.98        | 3,416,932.39         | 96.48%               | 97.07%                 |
| 2021 & PRIOR YRS           | 6,780,691.39          | 1,901,004.79         | (118,494.16)               | (427,577.75)      | 4,333,614.69         | 30.49%               | 35.20%                 |
| ROLLBACK                   | 5,614.49              | 46,182.28            | -                          | 75,080.61         | 34,512.82            | 57.23%               | 91.86%                 |
| <b>TOTALS</b>              | <b>103,407,441.58</b> | <b>95,576,205.36</b> | <b>(118,494.16)</b>        | <b>72,317.84</b>  | <b>7,785,059.90</b>  |                      |                        |

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2023**

|                            | MCALLEN ISD       | MONTHLY<br>MODIFICATIONS |
|----------------------------|-------------------|--------------------------|
| CURRENT YEAR-BASE TAX      | 481,244.14        | (42,746.78) CURRENT      |
| CURRENT YEAR-P&I           | 55,514.52         |                          |
| PRIOR YEARS-BASE TAX       | 183,117.65        | (17,758.06) PRIOR        |
| PRIOR YEARS-P&I            | (18,234.25)       |                          |
| ROLLBACK                   | 16,072.66         | - ROLLBACK               |
| ROLLBACK P&I               | -                 |                          |
| ATTORNEY FEES              | (19,263.47)       | - PURGED                 |
| <b>TOTAL COLLECTIONS</b>   | <b>698,451.25</b> | <b>(60,504.84)</b>       |
| LESS TRANSFERRED           | 351,865.91        |                          |
| LESS IN TRANSIT            | 332,493.94        |                          |
| LESS DUE TO HCAD COMM FEES | 237.40            |                          |
| LESS DUE TO CO TREASURER   | 13,854.00         |                          |
| LESS COURT ORDER INTEREST  | -                 |                          |
| <b>BALANCE</b>             | <b>0.00</b>       |                          |

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY IS CORRECT.

*Pablo (Paul) Villarreal Jr.*  
\_\_\_\_\_  
ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2023 A.D.

*Flor E. Zarate*  
\_\_\_\_\_  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023 \_\_\_\_\_

**Attachment:**

**SUBMITTED BY:** \_\_\_\_\_  
*[Handwritten Signature]*

**SUPERVISOR:** \_\_\_\_\_  
*Adelfino*

**Approved for presentation to the Board of Education:**

*Rosalba De Hoyos*

226 \_\_\_\_\_  
**Acting Superintendent of Schools**

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
 MCALLEN I.S.D. TAXES COLLECTED FOR:  
 JUNE 2023

**COMPARATIVE RATE OF COLLECTIONS**

| MCALLEN I.S.D.<br>SML - 47   | ORIGINAL<br>TAX LEVY     | COLLECTED<br>TO DATE      | DROPPED YRS<br>AFTER PURGE | MODIF.<br>TO DATE         | TAXES<br>OUTSTANDING      | PERCENT<br>2022/2023 | COLLECTED<br>2021/2022 |
|------------------------------|--------------------------|---------------------------|----------------------------|---------------------------|---------------------------|----------------------|------------------------|
| 2022 TAX ROLL                | 96,621,135.70            | 94,001,021.04             | -                          | 293,297.38                | 2,913,412.04              | 96.99%               | 97.42%                 |
| 2021 & PRIOR YRS<br>ROLLBACK | 6,780,691.39<br>5,614.49 | 1,944,523.98<br>46,182.28 | (118,494.16)<br>-          | (510,200.02)<br>75,080.61 | 4,207,473.23<br>34,512.82 | 31.61%<br>57.23%     | 36.62%<br>91.86%       |
| TOTALS                       | 103,407,441.58           | 95,991,727.30             | (118,494.16)               | (141,822.03)              | 7,155,398.09              |                      |                        |

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2023**

|                            | MCALLEN ISD | MONTHLY<br>MODIFICATIONS |
|----------------------------|-------------|--------------------------|
| CURRENT YEAR-BASE TAX      | 372,002.75  | (131,517.60) CURRENT     |
| CURRENT YEAR-P&I           | 68,040.45   |                          |
| PRIOR YEARS-BASE TAX       | 43,519.19   | (82,622.27) PRIOR        |
| PRIOR YEARS-P&I            | 46,057.62   |                          |
| ROLLBACK                   | -           | - ROLLBACK               |
| ROLLBACK P&I               | -           |                          |
| ATTORNEY FEES              | 25,178.23   | - PURGED                 |
| TOTAL COLLECTIONS          | 554,798.24  | (214,139.87)             |
| LESS TRANSFERRED           | 182,595.13  |                          |
| LESS IN TRANSIT            | 358,233.67  |                          |
| LESS DUE TO HCAD COMM FEES | 115.44      |                          |
| LESS DUE TO CO TREASURER   | 13,854.00   |                          |
| LESS COURT ORDER INTEREST  | -           |                          |
| BALANCE                    | 0.00        |                          |

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

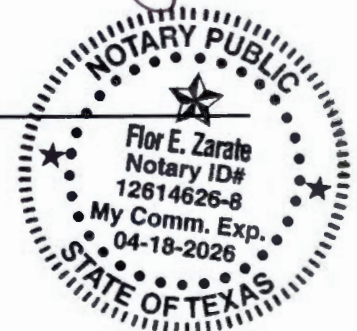
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE IS CORRECT.

*Pablo (Paul) Villarreal Jr.*  
 \_\_\_\_\_  
 ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JULY 2023, A.D.

*Flor E. Zarate*  
 \_\_\_\_\_  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS




**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**Attachment:**

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



228

**Acting Superintendent of Schools**

**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES  
FOR THE MONTH OF MAY 31, 2023**

|                                            | A<br>APPROVED<br>BUDGET<br>2021-22<br>04/30/22 | B<br>YTD ACTUAL<br>07/01/21<br>TO 05/31/22 | C<br>APPROVED<br>BUDGET<br>2022-23<br>04/30/23 | D<br>YTD ACTUAL<br>07/01/22<br>TO 05/31/23 | E<br>DIFFERENCE<br>C - D | F<br>OUTSTANDING<br>ENCUMBRANCES<br>06/01/23<br>06/30/23 | G<br>YTD REVENUES,<br>EXPENSES AND<br>ENCUMBRANCES<br>D + F | H<br>BUDGET LESS<br>EXPENSES AND<br>ENCUMBRANCES<br>C - G |
|--------------------------------------------|------------------------------------------------|--------------------------------------------|------------------------------------------------|--------------------------------------------|--------------------------|----------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------|
| <b>REVENUES:</b>                           |                                                |                                            |                                                |                                            |                          |                                                          |                                                             |                                                           |
| LOCAL AND INTERMEDIATE SOURCES             | \$2,939,933                                    | \$10,732,300                               | \$7,321,584                                    | \$6,642,422                                | \$679,162                |                                                          | \$6,642,422                                                 | \$679,162                                                 |
| PROPERTY TAXES                             | 85,696,013                                     | 85,423,725                                 | 87,656,209                                     | 88,957,053                                 | (1,300,844)              |                                                          | 88,957,053                                                  | (1,300,844)                                               |
| STATE PROGRAM REVENUES                     | 122,444,354                                    | 84,654,497                                 | 120,026,458                                    | 89,654,810                                 | 30,371,648               |                                                          | 89,654,810                                                  | 30,371,648                                                |
| FEDERAL PROGRAM REVENUES                   | 27,575,027                                     | 26,579,655                                 | 26,345,453                                     | 25,284,418                                 | 1,061,035                |                                                          | 25,284,418                                                  | 1,061,035                                                 |
| OTHER RESOURCES/NON-OPERATING REVENUES     | 202,697                                        | 245,557                                    | 84,785                                         | 236,605                                    | (151,820)                |                                                          | 236,605                                                     | (151,820)                                                 |
| <b>SUB TOTAL</b>                           | <b>\$238,858,024</b>                           | <b>\$207,635,734</b>                       | <b>\$241,434,489</b>                           | <b>\$210,775,308</b>                       | <b>\$30,659,181</b>      |                                                          | <b>\$210,775,308</b>                                        | <b>\$30,659,181</b>                                       |
| <b>EXPENDITURES:</b>                       |                                                |                                            |                                                |                                            |                          |                                                          |                                                             |                                                           |
| 11 INSTRUCTION                             | \$125,639,968                                  | \$56,093,581                               | \$118,776,270                                  | \$89,850,276                               | \$28,925,994             | \$25,347,697                                             | \$115,197,974                                               | \$3,578,296                                               |
| 12 INST. RES. & MEDIA SERVICES             | 3,437,174                                      | 2,682,334                                  | 3,537,324                                      | 2,788,489                                  | 748,835                  | 668,255                                                  | 3,456,744                                                   | 80,580                                                    |
| 13 CURRICULUM DEV. & INST. STAFF DEV.      | 4,756,623                                      | 3,557,241                                  | 5,149,571                                      | 3,823,326                                  | 1,326,245                | 525,301                                                  | 4,348,627                                                   | 800,944                                                   |
| 21 INST. LEADERSHIP                        | 3,327,939                                      | 2,707,308                                  | 3,375,235                                      | 2,947,468                                  | 427,767                  | 327,708                                                  | 3,275,175                                                   | 100,060                                                   |
| 23 SCHOOL LEADERSHIP                       | 13,350,377                                     | 11,153,861                                 | 13,884,409                                     | 11,865,185                                 | 2,019,224                | 1,704,935                                                | 13,570,121                                                  | 314,288                                                   |
| 31 GUID., COUNSELING & EVAL. SER.          | 10,008,246                                     | 7,611,457                                  | 10,593,708                                     | 8,385,080                                  | 2,208,628                | 1,770,616                                                | 10,155,695                                                  | 438,013                                                   |
| 32 SOCIAL WORK SERVICES                    | 2,069,633                                      | 1,651,370                                  | 2,194,462                                      | 1,844,993                                  | 349,469                  | 309,488                                                  | 2,154,481                                                   | 39,981                                                    |
| 33 HEALTH SERVICES                         | 3,045,238                                      | 2,184,569                                  | 3,159,200                                      | 2,399,277                                  | 759,923                  | 579,446                                                  | 2,978,723                                                   | 180,477                                                   |
| 34 STUDENT (PUPIL) TRANS.                  | 4,800,442                                      | 4,814,927                                  | 6,153,113                                      | 5,417,692                                  | 735,421                  | 153,100                                                  | 5,570,792                                                   | 582,321                                                   |
| 35 FOOD SERVICES                           | 20,377,723                                     | 15,020,508                                 | 23,481,636                                     | 18,610,618                                 | 4,871,018                | 2,233,997                                                | 20,844,615                                                  | 2,637,021                                                 |
| 36 CURRICULAR/EXTRACURRICULAR ACT.         | 10,338,339                                     | 7,956,111                                  | 11,956,742                                     | 8,934,383                                  | 3,022,359                | 1,461,428                                                | 10,395,812                                                  | 1,560,930                                                 |
| 41 GENERAL ADMINISTRATION                  | 8,432,465                                      | 6,972,262                                  | 8,797,638                                      | 7,786,398                                  | 1,011,240                | 709,475                                                  | 8,495,873                                                   | 301,765                                                   |
| 51 PLANT MAINT. & OPERATIONS               | 25,547,074                                     | 18,615,814                                 | 23,181,965                                     | 18,468,854                                 | 4,713,111                | 1,511,571                                                | 19,980,425                                                  | 3,201,540                                                 |
| 52 SECURITY AND MONITORING SERV.           | 5,562,754                                      | 4,315,996                                  | 8,089,630                                      | 5,055,508                                  | 3,034,122                | 949,399                                                  | 6,004,907                                                   | 2,084,723                                                 |
| 53 DATA PROCESSING SERVICES                | 6,428,734                                      | 4,885,455                                  | 6,336,988                                      | 4,916,820                                  | 1,420,168                | 1,078,190                                                | 5,995,010                                                   | 341,978                                                   |
| 61 COMMUNITY SERVICES                      | 97,327                                         | 75,220                                     | 151,525                                        | 111,885                                    | 39,640                   | 20,394                                                   | 132,279                                                     | 19,246                                                    |
| 71 DEBT SERVICE                            | 6,017,528                                      | 5,879,228                                  | 4,423,879                                      | 2,915,030                                  | 1,508,849                | 0                                                        | 2,915,030                                                   | 1,508,849                                                 |
| 81 FAC. ACQUISITION & CONST.               | 3,693,642                                      | 633,177                                    | 29,395,447                                     | 8,822,439                                  | 20,573,008               | 3,210,392                                                | 12,032,831                                                  | 17,362,616                                                |
| 95 PMT. TO JUV. JUSTICE ALT. ED. PRG.      | 40,000                                         | 40,000                                     | 40,000                                         | 40,000                                     | 0                        | 0                                                        | 40,000                                                      | 0                                                         |
| 99 OTHER INTERGOVERNMENTAL CHARGES         | 939,270                                        | 931,592                                    | 984,211                                        | 978,084                                    | 6,127                    | 0                                                        | 978,084                                                     | 6,127                                                     |
| 00 OTHER USES/NON-OPERATING EXPENSES       | 133,780                                        | 1,448,780                                  | 12,500,000                                     | 4,545,619                                  | 7,954,381                | 0                                                        | 4,545,619                                                   | 7,954,381                                                 |
| <b>SUB TOTAL</b>                           | <b>\$258,044,276</b>                           | <b>\$159,230,791</b>                       | <b>\$296,162,953</b>                           | <b>\$210,507,424</b>                       | <b>\$85,655,529</b>      | <b>\$42,561,391</b>                                      | <b>\$253,068,815</b>                                        | <b>\$43,094,138</b>                                       |
| REVENUES OVER (UNDER) EXPENDITURES         |                                                | \$48,404,943                               |                                                | \$267,884                                  |                          |                                                          |                                                             |                                                           |
| BEGINNING FUND BALANCE                     |                                                | 107,594,997                                |                                                | 149,933,573                                |                          |                                                          |                                                             |                                                           |
| PRELIMINARY ENDING FUND BALANCE            |                                                | <u>\$155,999,940</u>                       |                                                | <u>\$150,201,457</u>                       |                          |                                                          |                                                             |                                                           |
| OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS |                                                | \$104,077,381                              |                                                | \$143,823,106                              |                          |                                                          |                                                             |                                                           |



MONTHLY INVESTMENT REPORT

# McAllen ISD

MAY 31, 2023



MEEDER  
230

# Debt Ceiling Domination

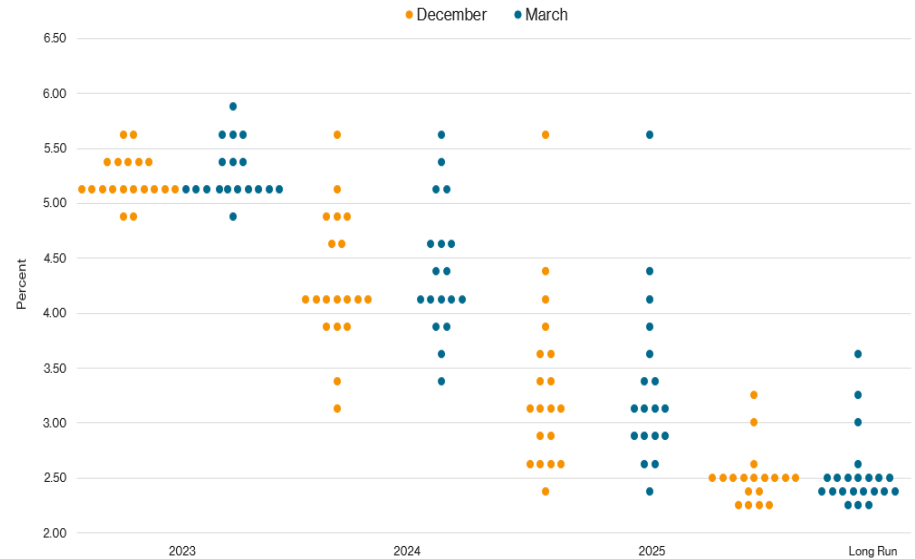
The debt ceiling debate dominated headlines in May, overshadowing solid economic data that pointed to a moderating but solid US economy. While inflation and labor market data increased the odds of a June rate hike, some Federal Reserve Governors indicated a pause might be more appropriate.

As the month progressed and we edged closer to the “X-date” of June 1st, the treasury bill market began pricing in the risk of a technical default. Yields on treasury bills maturing in the first week of June surged to over 7% as investors moved to avoid owning securities maturing after the estimated day the Treasury would run out of funds and not be able to service debt payments. By the end of the month, as a debt ceiling deal took shape, yields on those bills moved lower as markets priced out default risk and turned their eyes back to the June FOMC meeting.

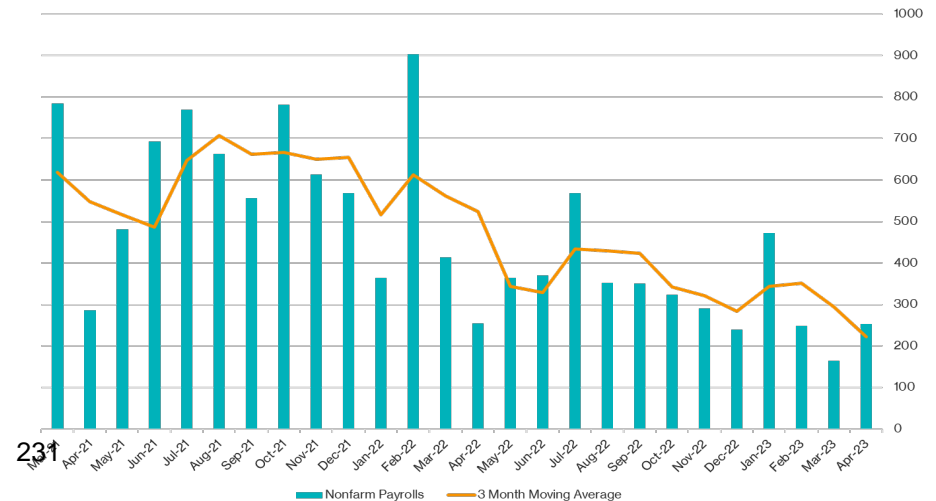
The May jobs report showed the US economy added 253,000 jobs, pointing to a still-robust labor market. The household survey reported a slight decline in labor supply, which combined with an increase in employment, pushed the unemployment rate down to 3.4%. Other labor market measures pointed to a resilient labor market. Continuing claims were flat in the month. Additionally, job openings continue to trend lower.

The May Personal Consumption Expenditures (PCE) will keep inflation a top priority for the Federal Reserve. Both headline and core PCE increased 0.4% in April, both higher increases than the indices saw in March. Likewise, over the last year, the PCE report shows headline and core inflation increased at a pace of 4.4% and 4.7%, respectively. These readings, while well below the peak figures from last summer, are still well above the Federal Reserve’s target rate of 2%.

**DOT PLOT COMPARISON**



**TRENDS IN THE LABOR MARKET**

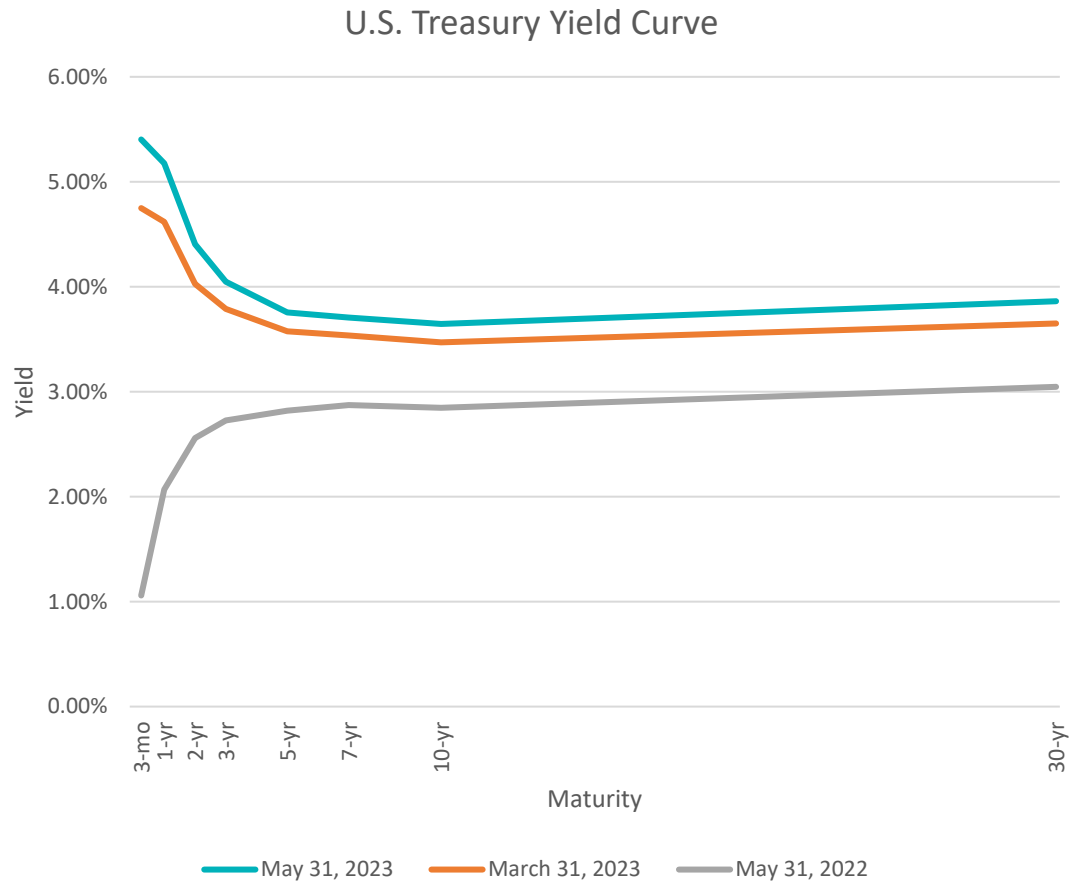


SOURCE: BLOOMBERG

# Expectations Drive Rates

The solid economic data led to front-end treasury yields grinding higher throughout the month. The odds of a rate hike at the June FOMC increased during the month as well, with markets pricing in a 35% chance of a 0.25% hike in June. However, the talk of a potential pause pushed the odds of a July rate hike higher. At the end of May, markets were pricing in 0.25% of hiking by the July FOMC meeting, meaning that markets expect a hike this summer, and are leaning towards that hike coming in July. Front-end treasury yields, which are highly correlated with monetary policy changes, edged higher. The 2 Year US Treasury yield increased 0.40% to 4.40%, and the 5 Year US Treasury yield increased 0.27% to 3.75%.

Spreads on corporate bonds, commercial paper, municipal bonds, and agency bonds were generally unchanged during the month as markets settled into a range. The debt ceiling debate led to some widening that eventually reversed before the end of the month. However, spreads are still wider than they were before March, leaving opportunities to pick up the incremental yield on high-quality bonds, including agency debt. Locking in current yields and income levels will benefit portfolios when the yield curve eventually normalizes, and rates fall when this hiking cycle ends.



SOURCE: BLOOMBERG

*McAllen Independent School District*  
 Monthly Investment Report  
 May 1, 2023 – May 31, 2023

**Portfolio Summary Management Report**

This report and investment portfolio of the District is in compliance with the District investment strategy as expressed in the District's investment policy and relevant provisions of the Government Code, Chapter 2256, the Public Funds Investment Act.

|                                                                    |                                                      |                                         |                |
|--------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|----------------|
| <b><u>Portfolio as of 04/30/23:</u></b>                            |                                                      | <b><u>Portfolio as of 05/31/23:</u></b> |                |
| Beginning Book Value                                               | \$ 171,882,660                                       | Ending Book Value                       | \$ 164,986,345 |
| Beginning Market Value                                             | \$ 171,092,836                                       | Ending Market Value                     | \$ 164,178,558 |
|                                                                    |                                                      | Unrealized Gain/Loss                    | \$ (807,787)   |
| WAM at Beginning Period Date <sup>1</sup>                          | 82 days                                              | WAM at Ending Period Date <sup>1</sup>  | 93 days        |
| <i>(Decrease in market value is due to seasonal cash outflows)</i> |                                                      | Change in Market Value <sup>2</sup>     | \$ (6,914,278) |
|                                                                    | <b>Average Yield to Maturity for period</b>          |                                         | <b>4.336%</b>  |
|                                                                    | <b>Average Yield 1-year Treasury Bill for period</b> |                                         | <b>4.910%</b>  |
|                                                                    | <b>Average Yield 2-year Treasury Note for period</b> |                                         | <b>4.130%</b>  |



Iris Luna, Chief Financial Officer  
 McAllen ISD



Adelita Felix, Asst. Superintendent of Business Operations  
 McAllen ISD



Dyanira Diaz, Director of Accounting  
 McAllen ISD



Vanessa Arrezola, Coordinator for Accounting  
 McAllen ISD

<sup>1</sup> WAM – weighted average maturity

<sup>2</sup> “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. *Patterson & Associates* has assisted in the preparation of this consolidated investment report, with additional input provided by McAllen ISD.

# Your Portfolio

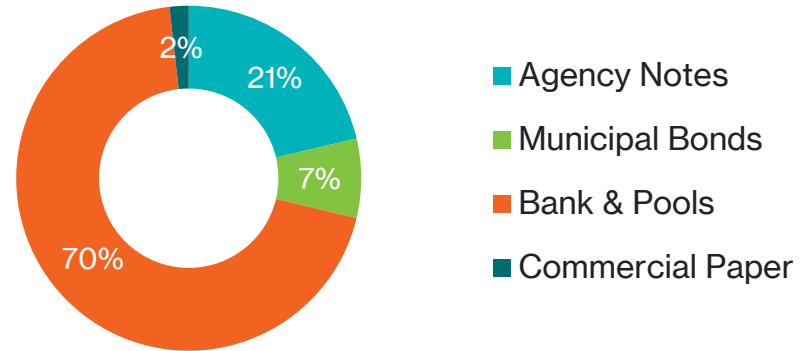
As of May 31, 2023

## Your Portfolio Statistics

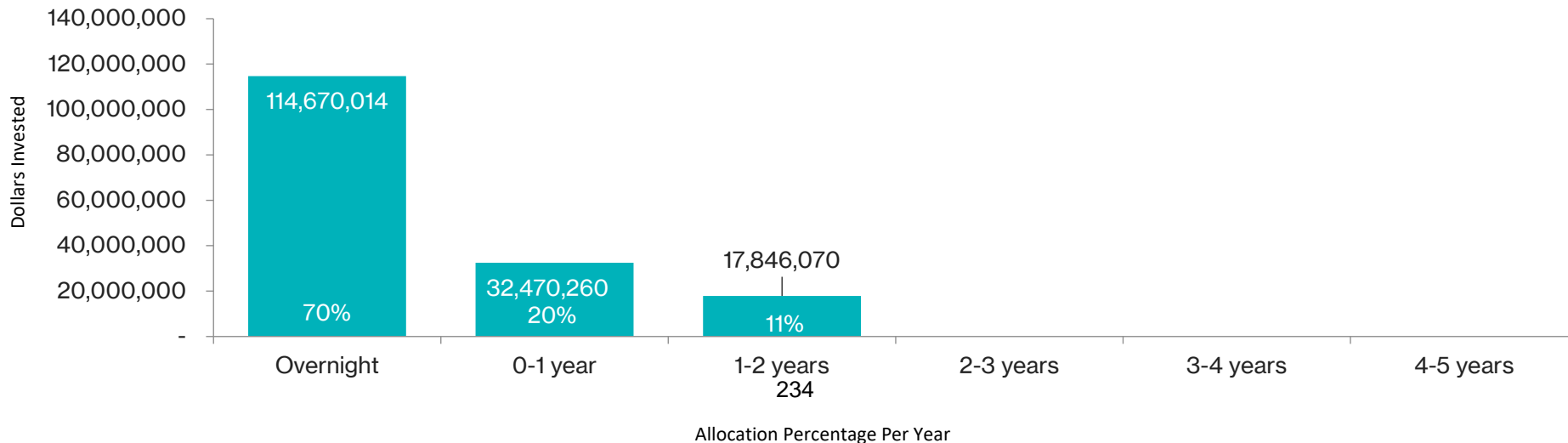
Weighted Average Maturity 0.25 years

Weighted Average Yield (All Funds) 4.34%

## Your Asset Allocation



## Your Maturity Distribution





**McAllen ISD  
Portfolio Management  
Portfolio Summary  
May 31, 2023**

Meeder Public Funds  
901 S. MoPac  
Suite 300  
Austin, TX 78746  
-

| <b>Investments</b>                 | <b>Par Value</b>      | <b>Market Value</b>   | <b>Book Value</b>     | <b>% of Portfolio</b> | <b>Term</b> | <b>Days to Maturity</b> | <b>YTM 365 Equiv.</b> |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------|-------------------------|-----------------------|
| BNY Mellon                         | 282.46                | 282.46                | 282.46                | 0.00                  | 1           | 1                       | 0.000                 |
| Frost Bank                         | 14,322,526.09         | 14,322,526.09         | 14,322,526.09         | 8.68                  | 1           | 1                       | 4.610                 |
| Commercial Paper Disc. -Amortizing | 3,000,000.00          | 2,937,486.00          | 2,943,601.66          | 1.78                  | 262         | 137                     | 5.221                 |
| Federal Agency Coupon Securities   | 35,142,000.00         | 34,430,071.43         | 35,141,792.45         | 21.30                 | 714         | 365                     | 2.833                 |
| Municipal Bonds                    | 12,200,000.00         | 12,140,985.95         | 12,230,936.24         | 7.41                  | 611         | 157                     | 1.700                 |
| Texpool/Texpool Prime              | 21,952,387.16         | 21,952,387.16         | 21,952,387.16         | 13.31                 | 1           | 1                       | 5.105                 |
| Lone Star                          | 78,394,818.63         | 78,394,818.63         | 78,394,818.63         | 47.52                 | 1           | 1                       | 5.123                 |
| <b>Investments</b>                 | <b>165,012,014.34</b> | <b>164,178,557.72</b> | <b>164,986,344.69</b> | <b>100.00%</b>        | <b>203</b>  | <b>93</b>               | <b>4.336</b>          |
| <b>Cash and Accrued Interest</b>   |                       |                       |                       |                       |             |                         |                       |
| Accrued Interest at Purchase       |                       | 4,573.34              | 4,573.34              |                       |             |                         |                       |
| Subtotal                           |                       | 4,573.34              | 4,573.34              |                       |             |                         |                       |
| <b>Total Cash and Investments</b>  | <b>165,012,014.34</b> | <b>164,183,131.06</b> | <b>164,990,918.03</b> |                       | <b>203</b>  | <b>93</b>               | <b>4.336</b>          |

| <b>Total Earnings</b> | <b>May 31 Month Ending</b> | <b>Fiscal Year To Date</b> |
|-----------------------|----------------------------|----------------------------|
| Current Year          | 617,515.73                 | 4,961,701.12               |

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of McAllen ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Jul 27, 2023

Adelita Felix, Asst Sup't of Business Oper



**McAllen ISD  
Summary by Type  
May 31, 2023  
Grouped by Fund**

Meeder Public Funds  
901 S. MoPac  
Suite 300  
Austin, TX 78746  
-

| Security Type                      | Number of<br>Investments | Par<br>Value          | Book Value            | % of<br>Portfolio | Average<br>YTM 365 | Average Days<br>to Maturity |
|------------------------------------|--------------------------|-----------------------|-----------------------|-------------------|--------------------|-----------------------------|
| <b>Fund: Activity Fund</b>         |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 1                        | 2,281,079.94          | 2,281,079.94          | 1.38              | 4.610              | 1                           |
| <b>Subtotal</b>                    | <b>1</b>                 | <b>2,281,079.94</b>   | <b>2,281,079.94</b>   | <b>1.38</b>       | <b>4.610</b>       | <b>1</b>                    |
| <b>Fund: Clearing Fund</b>         |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 1                        | 4,697,280.04          | 4,697,280.04          | 2.85              | 4.610              | 1                           |
| <b>Subtotal</b>                    | <b>1</b>                 | <b>4,697,280.04</b>   | <b>4,697,280.04</b>   | <b>2.85</b>       | <b>4.610</b>       | <b>1</b>                    |
| <b>Fund: Capital Projects Fund</b> |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 2                        | 1,689,300.91          | 1,689,300.91          | 1.02              | 4.610              | 1                           |
| Lone Star                          | 4                        | 9,540,611.22          | 9,540,611.22          | 5.78              | 5.133              | 1                           |
| <b>Subtotal</b>                    | <b>6</b>                 | <b>11,229,912.13</b>  | <b>11,229,912.13</b>  | <b>6.80</b>       | <b>5.054</b>       | <b>1</b>                    |
| <b>Fund: Debt Service Fund</b>     |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 1                        | 99,850.09             | 99,850.09             | 0.06              | 4.610              | 1                           |
| Lone Star                          | 2                        | 3,562,683.22          | 3,562,683.22          | 2.16              | 5.130              | 1                           |
| <b>Subtotal</b>                    | <b>3</b>                 | <b>3,662,533.31</b>   | <b>3,662,533.31</b>   | <b>2.22</b>       | <b>5.116</b>       | <b>1</b>                    |
| <b>Fund: General Fund</b>          |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 1                        | 2,894,822.28          | 2,894,822.28          | 1.75              | 4.610              | 1                           |
| Federal Agency Coupon Securities   | 8                        | 27,600,000.00         | 27,599,792.45         | 16.73             | 2.953              | 329                         |
| Commercial Paper Disc. -Amortizing | 1                        | 3,000,000.00          | 2,943,601.66          | 1.78              | 5.221              | 137                         |
| Lone Star                          | 3                        | 58,424,039.50         | 58,424,039.50         | 35.41             | 5.121              | 1                           |
| Texpool/Texpool Prime              | 2                        | 21,952,387.16         | 21,952,387.16         | 13.31             | 5.105              | 1                           |
| Municipal Bonds                    | 4                        | 6,100,000.00          | 6,124,489.85          | 3.71              | 2.522              | 176                         |
| <b>Subtotal</b>                    | <b>19</b>                | <b>119,971,248.94</b> | <b>119,939,132.90</b> | <b>72.69</b>      | <b>4.477</b>       | <b>89</b>                   |
| <b>Fund: Plan 457 Fund</b>         |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 1                        | 0.00                  | 0.00                  | 0.00              | 0.000              | 0                           |
| <b>Subtotal</b>                    | <b>1</b>                 | <b>0.00</b>           | <b>0.00</b>           | <b>0.00</b>       | <b>0.000</b>       | <b>0</b>                    |

**McAllen ISD  
Summary by Type  
May 31, 2023  
Grouped by Fund**

| Security Type                    | Number of<br>Investments | Par<br>Value          | Book Value            | % of<br>Portfolio | Average<br>YTM 365 | Average Days<br>to Maturity |
|----------------------------------|--------------------------|-----------------------|-----------------------|-------------------|--------------------|-----------------------------|
| <b>Fund: Proprietary Fund</b>    |                          |                       |                       |                   |                    |                             |
| Frost Bank                       | 1                        | 2,660,192.83          | 2,660,192.83          | 1.61              | 4.610              | 1                           |
| Lone Star                        | 2                        | 6,867,484.69          | 6,867,484.69          | 4.16              | 5.125              | 1                           |
| <b>Subtotal</b>                  | <b>3</b>                 | <b>9,527,677.52</b>   | <b>9,527,677.52</b>   | <b>5.77</b>       | <b>4.981</b>       | <b>1</b>                    |
| <b>Fund: QSCB - Reserve Fund</b> |                          |                       |                       |                   |                    |                             |
| BNY Mellon                       | 1                        | 282.46                | 282.46                | 0.00              | 0.000              | 1                           |
| Federal Agency Coupon Securities | 3                        | 7,542,000.00          | 7,542,000.00          | 4.57              | 2.393              | 498                         |
| Municipal Bonds                  | 3                        | 6,100,000.00          | 6,106,446.39          | 3.70              | 0.876              | 139                         |
| <b>Subtotal</b>                  | <b>7</b>                 | <b>13,642,282.46</b>  | <b>13,648,728.85</b>  | <b>8.27</b>       | <b>1.714</b>       | <b>337</b>                  |
| <b>Fund: QSCB - Debt Service</b> |                          |                       |                       |                   |                    |                             |
| BNY Mellon                       | 1                        | 0.00                  | 0.00                  | 0.00              | 0.000              | 0                           |
| <b>Subtotal</b>                  | <b>1</b>                 | <b>0.00</b>           | <b>0.00</b>           | <b>0.00</b>       | <b>0.000</b>       | <b>0</b>                    |
| <b>Total and Average</b>         | <b>42</b>                | <b>165,012,014.34</b> | <b>164,986,344.69</b> | <b>100.00</b>     | <b>4.336</b>       | <b>93</b>                   |



**McAllen ISD**  
**Fund ACT - Activity Fund**  
**Investments by Fund**  
**May 31, 2023**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| CUSIP                                | Investment # | Issuer                     | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|----------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>                    |              |                            |               |                     |                     |                     |              |              |              |                                |
| 999915                               | 10020        | Frost Bank Public Checking | 07/01/2022    | 2,281,079.94        | 2,281,079.94        | 2,281,079.94        | 4.610        | 4.546        | 4.610        | 1                              |
| <b>Subtotal and Average</b>          |              |                            |               | <b>2,281,079.94</b> | <b>2,281,079.94</b> | <b>2,281,079.94</b> |              | <b>4.547</b> | <b>4.610</b> | <b>1</b>                       |
| <b>Total Investments and Average</b> |              |                            |               | <b>2,281,079.94</b> | <b>2,281,079.94</b> | <b>2,281,079.94</b> |              | <b>4.547</b> | <b>4.610</b> | <b>1</b>                       |

**Fund CLEAR - Clearing Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                | Investment # | Issuer                     | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|----------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>                    |              |                            |               |                     |                     |                     |              |              |              |                                |
| 999914                               | 10019        | Frost Bank Public Checking | 07/01/2022    | 4,697,280.04        | 4,697,280.04        | 4,697,280.04        | 4.610        | 4.546        | 4.610        | 1                              |
| <b>Subtotal and Average</b>          |              |                            |               | <b>4,697,280.04</b> | <b>4,697,280.04</b> | <b>4,697,280.04</b> |              | <b>4.547</b> | <b>4.610</b> | <b>1</b>                       |
| <b>Total Investments and Average</b> |              |                            |               | <b>4,697,280.04</b> | <b>4,697,280.04</b> | <b>4,697,280.04</b> |              | <b>4.547</b> | <b>4.610</b> | <b>1</b>                       |

**Fund CP - Capital Projects Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                | Investment # | Issuer                        | Purchase Date | Book Value           | Par Value            | Market Value         | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|-------------------------------|---------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>                    |              |                               |               |                      |                      |                      |              |              |              |                                |
| 999922                               | 10103        | Frost Bank Public Checking    | 07/01/2022    | 1,518,437.88         | 1,518,437.88         | 1,518,437.88         | 4.610        | 4.546        | 4.610        | 1                              |
| SYS10109                             | 10109        | Frost Bank Public Checking    | 07/01/2022    | 170,863.03           | 170,863.03           | 170,863.03           | 4.610        | 4.546        | 4.610        | 1                              |
| <b>Subtotal and Average</b>          |              |                               |               | <b>1,689,300.91</b>  | <b>1,689,300.91</b>  | <b>1,689,300.91</b>  |              | <b>4.547</b> | <b>4.610</b> | <b>1</b>                       |
| <b>Lone Star</b>                     |              |                               |               |                      |                      |                      |              |              |              |                                |
| 108906G                              | 10101        | Lone Star Corporate Overnight | 12/18/2019    | 397,487.38           | 397,487.38           | 397,487.38           | 5.210        | 5.138        | 5.210        | 1                              |
| 108906I                              | 10108        | Lone Star Corporate Overnight | 02/21/2020    | 4,832,403.80         | 4,832,403.80         | 4,832,403.80         | 5.210        | 5.138        | 5.210        | 1                              |
| 108906H                              | 10102        | Lone Star Government ON       | 12/18/2019    | 391,179.00           | 391,179.00           | 391,179.00           | 5.040        | 4.970        | 5.040        | 1                              |
| 108906J                              | 10113        | Lone Star Government ON       | 03/12/2020    | 3,919,541.04         | 3,919,541.04         | 3,919,541.04         | 5.040        | 4.970        | 5.040        | 1                              |
| <b>Subtotal and Average</b>          |              |                               |               | <b>9,540,611.22</b>  | <b>9,540,611.22</b>  | <b>9,540,611.22</b>  |              | <b>5.063</b> | <b>5.133</b> | <b>1</b>                       |
| <b>Total Investments and Average</b> |              |                               |               | <b>11,229,912.13</b> | <b>11,229,912.13</b> | <b>11,229,912.13</b> |              | <b>4.985</b> | <b>5.054</b> | <b>1</b>                       |

**Fund DS - Debt Service Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                | Investment # | Issuer                        | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|-------------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>                    |              |                               |               |                     |                     |                     |              |              |              |                                |
| 999918                               | 10023        | Frost Bank Public Checking    | 07/01/2022    | 99,850.09           | 99,850.09           | 99,850.09           | 4.610        | 4.546        | 4.610        | 1                              |
| <b>Subtotal and Average</b>          |              |                               |               | <b>99,850.09</b>    | <b>99,850.09</b>    | <b>99,850.09</b>    |              | <b>4.547</b> | <b>4.610</b> | <b>1</b>                       |
| <b>Lone Star</b>                     |              |                               |               |                     |                     |                     |              |              |              |                                |
| 108906B                              | 10032        | Lone Star Corporate Overnight | 10/22/2015    | 1,888,885.21        | 1,888,885.21        | 1,888,885.21        | 5.210        | 5.138        | 5.210        | 1                              |
| 108906C                              | 10089        | Lone Star Government ON       | 08/05/2019    | 1,673,798.01        | 1,673,798.01        | 1,673,798.01        | 5.040        | 4.970        | 5.040        | 1                              |
| <b>Subtotal and Average</b>          |              |                               |               | <b>3,562,683.22</b> | <b>3,562,683.22</b> | <b>3,562,683.22</b> |              | <b>5.060</b> | <b>5.130</b> | <b>1</b>                       |
| <b>Total Investments and Average</b> |              |                               |               | <b>3,662,533.31</b> | <b>3,662,533.31</b> | <b>3,662,533.31</b> |              | <b>5.046</b> | <b>5.116</b> | <b>1</b>                       |

**Fund GEN - General Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                     | Investment # | Issuer                         | Purchase Date | Book Value           | Par Value            | Market Value         | Current Rate | YTM 360      | YTM 365      | Maturity Date | Days To Maturity |
|-------------------------------------------|--------------|--------------------------------|---------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|---------------|------------------|
| <b>Frost Bank</b>                         |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 999917                                    | 10022        | Frost Bank Public Checking     | 07/01/2022    | 2,894,822.28         | 2,894,822.28         | 2,894,822.28         | 4.610        | 4.546        | 4.610        |               | 1                |
| <b>Subtotal and Average</b>               |              |                                |               | <b>2,894,822.28</b>  | <b>2,894,822.28</b>  | <b>2,894,822.28</b>  |              | <b>4.547</b> | <b>4.610</b> |               | <b>1</b>         |
| <b>Commercial Paper Disc. -Amortizing</b> |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 4497W1XG6                                 | 10163        | ING Funding CP                 | 01/27/2023    | 2,943,601.66         | 3,000,000.00         | 2,937,486.00         |              | 5.149        | 5.221        | 10/16/2023    | 137              |
| <b>Subtotal and Average</b>               |              |                                |               | <b>2,943,601.66</b>  | <b>3,000,000.00</b>  | <b>2,937,486.00</b>  |              | <b>5.150</b> | <b>5.221</b> |               | <b>137</b>       |
| <b>Federal Agency Coupon Securities</b>   |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 3133ENV98                                 | 10162        | FFCB Call Note                 | 10/31/2022    | 4,999,792.45         | 5,000,000.00         | 4,993,705.65         | 4.670        | 4.641        | 4.706        | 07/26/2023    | 55               |
| 3130AUQC1                                 | 10164        | FHLB Note                      | 01/30/2023    | 5,000,000.00         | 5,000,000.00         | 4,986,375.20         | 4.875        | 4.808        | 4.875        | 01/30/2024    | 243              |
| 3130ANDP2                                 | 10143        | FHLB Call Note                 | 08/18/2021    | 2,400,000.00         | 2,400,000.00         | 2,373,820.82         | 0.250        | 0.246        | 0.250        | 08/18/2023    | 78               |
| 3130APQM0                                 | 10150        | FHLB Call Note                 | 11/18/2021    | 3,000,000.00         | 3,000,000.00         | 2,821,051.74         | 1.000        | 0.986        | 1.000        | 11/18/2024    | 536              |
| 3130APQU2                                 | 10151        | FHLB Call Note                 | 11/22/2021    | 2,000,000.00         | 2,000,000.00         | 1,954,814.78         | 0.650        | 0.641        | 0.650        | 11/22/2023    | 174              |
| 3130AQLR2                                 | 10153        | FHLB Call Note                 | 02/07/2022    | 2,500,000.00         | 2,500,000.00         | 2,425,444.00         | 1.000        | 0.986        | 1.000        | 02/07/2024    | 251              |
| 3130AQYM9                                 | 10156        | FHLB Step Note                 | 02/28/2022    | 4,500,000.00         | 4,500,000.00         | 4,373,901.99         | 2.500        | 2.054        | 2.083        | 02/28/2025    | 638              |
| 3135GAH20                                 | 10165        | FNMA Call Note                 | 04/28/2023    | 3,200,000.00         | 3,200,000.00         | 3,172,003.36         | 5.250        | 5.182        | 5.254        | 01/27/2025    | 606              |
| <b>Subtotal and Average</b>               |              |                                |               | <b>27,599,792.45</b> | <b>27,600,000.00</b> | <b>27,101,117.54</b> |              | <b>2.912</b> | <b>2.953</b> |               | <b>328</b>       |
| <b>Municipal Bonds</b>                    |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 476637AU7                                 | 10167        | Jersey City NJ Redev Agency    | 05/24/2023    | 2,518,111.20         | 2,495,000.00         | 2,528,607.65         | 6.500        | 5.516        | 5.592        | 05/24/2024    | 358              |
| 678720KM4                                 | 10145        | Oklahoma County OK ISD         | 09/23/2021    | 1,100,547.48         | 1,100,000.00         | 1,086,888.00         | 0.500        | 0.234        | 0.238        | 09/01/2023    | 92               |
| 73358W4V3                                 | 10148        | Port Authority of NY & NJ      | 10/15/2021    | 1,505,831.17         | 1,505,000.00         | 1,499,070.30         | 1.086        | 0.414        | 0.420        | 07/01/2023    | 30               |
| 953107AB5                                 | 10142        | West Hartford CT               | 07/08/2021    | 1,000,000.00         | 1,000,000.00         | 995,950.00           | 0.466        | 0.459        | 0.465        | 07/01/2023    | 30               |
| <b>Subtotal and Average</b>               |              |                                |               | <b>6,124,489.85</b>  | <b>6,100,000.00</b>  | <b>6,110,515.95</b>  |              | <b>2.487</b> | <b>2.522</b> |               | <b>176</b>       |
| <b>Texpool/Texpool Prime</b>              |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 999921                                    | 10092        | Texpool                        | 08/05/2019    | 10,936,612.39        | 10,936,612.39        | 10,936,612.39        | 5.004        | 4.934        | 5.003        |               | 1                |
| 999920                                    | 10034        | Texpool Prime                  | 11/03/2015    | 11,015,774.77        | 11,015,774.77        | 11,015,774.77        | 5.205        | 5.134        | 5.205        |               | 1                |
| <b>Subtotal and Average</b>               |              |                                |               | <b>21,952,387.16</b> | <b>21,952,387.16</b> | <b>21,952,387.16</b> |              | <b>5.035</b> | <b>5.105</b> |               | <b>1</b>         |
| <b>Lone Star</b>                          |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 108906F                                   | 10099        | Lone Star Corporate Overnight+ | 11/18/2019    | 0.00                 | 0.00                 | 0.00                 |              |              |              |               | 1                |
| 108906                                    | 10003        | Lone Star Corporate Overnight  | 11/01/2014    | 27,885,701.64        | 27,885,701.64        | 27,885,701.64        | 5.210        | 5.138        | 5.210        |               | 1                |

**Fund GEN - General Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                | Investment # | Issuer                  | Purchase Date | Book Value            | Par Value             | Market Value          | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|-------------------------|---------------|-----------------------|-----------------------|-----------------------|--------------|--------------|--------------|--------------------------------|
| <b>Lone Star</b>                     |              |                         |               |                       |                       |                       |              |              |              |                                |
| 108906D                              | 10090        | Lone Star Government ON | 08/05/2019    | 30,538,337.86         | 30,538,337.86         | 30,538,337.86         | 5.040        | 4.970        | 5.040        | 1                              |
| <b>Subtotal and Average</b>          |              |                         |               | <b>58,424,039.50</b>  | <b>58,424,039.50</b>  | <b>58,424,039.50</b>  |              | <b>5.051</b> | <b>5.121</b> | <b>1</b>                       |
| <b>Total Investments and Average</b> |              |                         |               | <b>119,939,132.90</b> | <b>119,971,248.94</b> | <b>119,420,368.43</b> |              | <b>4.415</b> | <b>4.477</b> | <b>88</b>                      |

**Fund PLAN457 - Plan 457 Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                | Investment # | Issuer                     | Purchase Date | Book Value  | Par Value   | Market Value | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|----------------------------|---------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>                    |              |                            |               |             |             |              |              |              |              |                                |
| 999916                               | 10021        | Frost Bank Public Checking | 07/01/2022    | 0.00        | 0.00        | 0.00         |              |              |              | 1                              |
| <b>Subtotal and Average</b>          |              |                            |               | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>  |              | <b>0.000</b> | <b>0.000</b> | <b>0</b>                       |
| <b>Total Investments and Average</b> |              |                            |               | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>  |              | <b>0.000</b> | <b>0.000</b> | <b>0</b>                       |

**Fund PROP - Proprietary Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                | Investment # | Issuer                        | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|-------------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>                    |              |                               |               |                     |                     |                     |              |              |              |                                |
| 999919                               | 10024        | Frost Bank Public Checking    | 07/01/2022    | 2,660,192.83        | 2,660,192.83        | 2,660,192.83        | 4.610        | 4.546        | 4.610        | 1                              |
| <b>Subtotal and Average</b>          |              |                               |               | <b>2,660,192.83</b> | <b>2,660,192.83</b> | <b>2,660,192.83</b> |              | <b>4.547</b> | <b>4.610</b> | <b>1</b>                       |
| <b>Lone Star</b>                     |              |                               |               |                     |                     |                     |              |              |              |                                |
| 108906A                              | 10025        | Lone Star Corporate Overnight | 08/05/2015    | 3,437,359.80        | 3,437,359.80        | 3,437,359.80        | 5.210        | 5.138        | 5.210        | 1                              |
| 108906E                              | 10091        | Lone Star Government ON       | 08/05/2019    | 3,430,124.89        | 3,430,124.89        | 3,430,124.89        | 5.040        | 4.970        | 5.040        | 1                              |
| <b>Subtotal and Average</b>          |              |                               |               | <b>6,867,484.69</b> | <b>6,867,484.69</b> | <b>6,867,484.69</b> |              | <b>5.055</b> | <b>5.125</b> | <b>1</b>                       |
| <b>Total Investments and Average</b> |              |                               |               | <b>9,527,677.52</b> | <b>9,527,677.52</b> | <b>9,527,677.52</b> |              | <b>4.913</b> | <b>4.981</b> | <b>1</b>                       |

**Fund QSCB - QSCB - Reserve Fund  
Investments by Fund  
May 31, 2023**

| CUSIP                                   | Investment # | Issuer                    | Purchase Date | Book Value           | Par Value            | Market Value         | Current Rate | YTM 360      | YTM 365      | Maturity Date | Days To Maturity |
|-----------------------------------------|--------------|---------------------------|---------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|---------------|------------------|
| <b>BNY Mellon</b>                       |              |                           |               |                      |                      |                      |              |              |              |               |                  |
| 882521                                  | 10014        | BNY Mellon - Cash         | 07/01/2022    | 282.46               | 282.46               | 282.46               |              |              |              |               | 1                |
| <b>Subtotal and Average</b>             |              |                           |               | <b>282.46</b>        | <b>282.46</b>        | <b>282.46</b>        |              | <b>0.000</b> | <b>0.000</b> |               | <b>1</b>         |
| <b>Federal Agency Coupon Securities</b> |              |                           |               |                      |                      |                      |              |              |              |               |                  |
| 3130ANDP2                               | 10144        | FHLB Call Note            | 08/18/2021    | 2,000,000.00         | 2,000,000.00         | 1,978,184.02         | 0.250        | 0.246        | 0.250        | 08/18/2023    | 78               |
| 3130AQJM6                               | 10152        | FHLB Call Note            | 01/28/2022    | 3,000,000.00         | 3,000,000.00         | 2,813,568.96         | 1.250        | 1.276        | 1.294        | 01/28/2025    | 607              |
| 3134GYQP0                               | 10166        | FHLMC Call Note           | 05/01/2023    | 2,542,000.00         | 2,542,000.00         | 2,537,200.91         | 5.375        | 5.301        | 5.375        | 05/01/2025    | 700              |
| <b>Subtotal and Average</b>             |              |                           |               | <b>7,542,000.00</b>  | <b>7,542,000.00</b>  | <b>7,328,953.89</b>  |              | <b>2.360</b> | <b>2.393</b> |               | <b>498</b>       |
| <b>Municipal Bonds</b>                  |              |                           |               |                      |                      |                      |              |              |              |               |                  |
| 578060EQ4                               | 10161        | Mayes County OK ISD       | 06/29/2022    | 1,604,070.29         | 1,600,000.00         | 1,564,160.00         | 3.300        | 2.351        | 2.384        | 06/01/2024    | 366              |
| 678720KM4                               | 10146        | Oklahoma County OK ISD    | 09/23/2021    | 2,000,995.42         | 2,000,000.00         | 1,976,160.00         | 0.500        | 0.234        | 0.238        | 09/01/2023    | 92               |
| 73358W4V3                               | 10149        | Port Authority of NY & NJ | 10/15/2021    | 2,501,380.68         | 2,500,000.00         | 2,490,150.00         | 1.086        | 0.414        | 0.420        | 07/01/2023    | 30               |
| <b>Subtotal and Average</b>             |              |                           |               | <b>6,106,446.39</b>  | <b>6,100,000.00</b>  | <b>6,030,470.00</b>  |              | <b>0.864</b> | <b>0.876</b> |               | <b>138</b>       |
| <b>Total Investments and Average</b>    |              |                           |               | <b>13,648,728.85</b> | <b>13,642,282.46</b> | <b>13,359,706.35</b> |              | <b>1.691</b> | <b>1.714</b> |               | <b>337</b>       |

**Fund QSCBDS - QSCB - Debt Service  
Investments by Fund  
May 31, 2023**

| CUSIP                                | Investment # | Issuer            | Purchase Date | Book Value  | Par Value   | Market Value | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|--------------------------------------|--------------|-------------------|---------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------------------------|
| <b>BNY Mellon</b>                    |              |                   |               |             |             |              |              |              |              |                                |
| 882520                               | 10040        | BNY Mellon - Cash | 07/01/2022    | 0.00        | 0.00        | 0.00         |              |              |              | 1                              |
| <b>Subtotal and Average</b>          |              |                   |               | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>  |              | <b>0.000</b> | <b>0.000</b> | <b>0</b>                       |
| <b>Total Investments and Average</b> |              |                   |               | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>  |              | <b>0.000</b> | <b>0.000</b> | <b>0</b>                       |



**McAllen ISD**  
**Cash Reconciliation Report**  
**For the Period May 1, 2023 - May 31, 2023**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| Trans. Date     | Investment # | Fund | Trans. Type | Security ID | Par Value    | Security Description             | Maturity Date | Purchases            | Interest         | Redemptions         | Cash                 |
|-----------------|--------------|------|-------------|-------------|--------------|----------------------------------|---------------|----------------------|------------------|---------------------|----------------------|
| 05/01/2023      | 10166        | QSCB | Purchase    | 3134GYQP0   | 2,542,000.00 | FHLMCC 2.5M 5.38% Mat.           | 05/01/2025    | -2,542,000.00        | 0.00             | 0.00                | -2,542,000.00        |
| 05/15/2023      | 10141        | GEN  | Interest    | 8717027U4   | 1,580,000.00 | SYRANY 1.6M 2.00% Mat.           | 05/15/2023    | 0.00                 | 15,800.00        | 0.00                | 15,800.00            |
| 05/15/2023      | 10141        | GEN  | Maturity    | 8717027U4   | 1,580,000.00 | SYRANY 1.6M 2.00% Mat.           | 05/15/2023    | 0.00                 | 0.00             | 1,580,000.00        | 1,580,000.00         |
| 05/18/2023      | 10150        | GEN  | Interest    | 3130APQM0   | 3,000,000.00 | FHLBC 3.0M 1.00% Mat. 11/18/2024 | 11/18/2024    | 0.00                 | 15,000.00        | 0.00                | 15,000.00            |
| 05/22/2023      | 10151        | GEN  | Interest    | 3130APQU2   | 2,000,000.00 | FHLBC 2.0M 0.65% Mat. 11/22/2023 | 11/22/2023    | 0.00                 | 6,500.00         | 0.00                | 6,500.00             |
| 05/24/2023      | 10167        | GEN  | Purchase    | 476637AU7   | 2,495,000.00 | JERDEV 2.5M 6.50% Mat.           | 05/24/2024    | -2,518,627.65        | 0.00             | 0.00                | -2,518,627.65        |
| <b>Subtotal</b> |              |      |             |             |              |                                  |               | <b>-5,060,627.65</b> | <b>37,300.00</b> | <b>1,580,000.00</b> | <b>-3,443,327.65</b> |
| <b>Total</b>    |              |      |             |             |              |                                  |               | <b>-5,060,627.65</b> | <b>37,300.00</b> | <b>1,580,000.00</b> | <b>-3,443,327.65</b> |



**McAllen ISD**  
**Purchases Report**  
**Sorted by Fund - Issuer**  
**May 1, 2023 - May 31, 2023**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| CUSIP                      | Investment # | Fund | Sec. Type | Issuer                 | Original Par Value  | Purchase Date | Payment Periods     | Principal Purchased | Accrued Interest at Purchase | Rate at Purchase | Maturity Date | YTM   | Ending Book Value   |
|----------------------------|--------------|------|-----------|------------------------|---------------------|---------------|---------------------|---------------------|------------------------------|------------------|---------------|-------|---------------------|
| <b>General Fund</b>        |              |      |           |                        |                     |               |                     |                     |                              |                  |               |       |                     |
| 476637AU7                  | 10167        | GEN  | MC2       | JERDEV                 | 2,495,000.00        | 05/24/2023    | 05/24 - At Maturity | 2,518,627.65        |                              | 6.500            | 05/24/2024    | 5.516 | 2,518,111.20        |
|                            |              |      |           | <b>Subtotal</b>        | <b>2,495,000.00</b> |               |                     | <b>2,518,627.65</b> | <b>0.00</b>                  |                  |               |       | <b>2,518,111.20</b> |
| <b>QSCB - Reserve Fund</b> |              |      |           |                        |                     |               |                     |                     |                              |                  |               |       |                     |
| 3134GYQP0                  | 10166        | QSCB | FAC       | FHLMCC                 | 2,542,000.00        | 05/01/2023    | 11/01 - 05/01       | 2,542,000.00        |                              | 5.375            | 05/01/2025    | 5.375 | 2,542,000.00        |
|                            |              |      |           | <b>Subtotal</b>        | <b>2,542,000.00</b> |               |                     | <b>2,542,000.00</b> | <b>0.00</b>                  |                  |               |       | <b>2,542,000.00</b> |
|                            |              |      |           | <b>Total Purchases</b> | <b>5,037,000.00</b> |               |                     | <b>5,060,627.65</b> | <b>0.00</b>                  |                  |               |       | <b>5,060,111.20</b> |



**McAllen ISD**  
**Maturity Report**  
**Sorted by Maturity Date**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

**Amounts due during May 1, 2023 - May 31, 2023**

| CUSIP                   | Investment # | Fund | Sec. Type | Issuer | Par Value           | Maturity Date | Purchase Date | Rate at Maturity | Book Value at Maturity | Interest         | Maturity Proceeds   | Net Income       |
|-------------------------|--------------|------|-----------|--------|---------------------|---------------|---------------|------------------|------------------------|------------------|---------------------|------------------|
| 8717027U4               | 10141        | GEN  | MC2       | SYRANY | 1,580,000.00        | 05/15/2023    | 06/30/2021    | 2.000            | 1,580,000.00           | 15,800.00        | 1,595,800.00        | 15,800.00        |
| <b>Total Maturities</b> |              |      |           |        | <b>1,580,000.00</b> |               |               |                  | <b>1,580,000.00</b>    | <b>15,800.00</b> | <b>1,595,800.00</b> | <b>15,800.00</b> |



**McAllen ISD**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**May 1, 2023 - May 31, 2023**  
**Yield on Beginning Book Value**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746

| CUSIP                              | Investment # | Fund  | Security Type   | Ending Par Value     | Beginning Book Value | Ending Book Value    | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|------------------------------------|--------------|-------|-----------------|----------------------|----------------------|----------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                    |              |       |                 |                      |                      |                      |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Activity Fund</b>         |              |       |                 |                      |                      |                      |               |              |                  |                            |                         |                            |
| 999915                             | 10020        | ACT   | LA2             | 2,281,079.94         | 2,400,763.33         | 2,281,079.94         |               | 4.610        | 4.098            | 8,356.55                   | 0.00                    | 8,356.55                   |
|                                    |              |       | <b>Subtotal</b> | <b>2,281,079.94</b>  | <b>2,400,763.33</b>  | <b>2,281,079.94</b>  |               |              | <b>4.098</b>     | <b>8,356.55</b>            | <b>0.00</b>             | <b>8,356.55</b>            |
| <b>Fund: Clearing Fund</b>         |              |       |                 |                      |                      |                      |               |              |                  |                            |                         |                            |
| 999914                             | 10019        | CLEAR | LA2             | 4,697,280.04         | 3,736,442.05         | 4,697,280.04         |               | 4.610        | 3.689            | 11,706.06                  | 0.00                    | 11,706.06                  |
|                                    |              |       | <b>Subtotal</b> | <b>4,697,280.04</b>  | <b>3,736,442.05</b>  | <b>4,697,280.04</b>  |               |              | <b>3.689</b>     | <b>11,706.06</b>           | <b>0.00</b>             | <b>11,706.06</b>           |
| <b>Fund: Capital Projects Fund</b> |              |       |                 |                      |                      |                      |               |              |                  |                            |                         |                            |
| 108906I                            | 10108        | CP    | RR2             | 4,832,403.80         | 4,811,113.26         | 4,832,403.80         |               | 5.210        | 5.210            | 21,290.54                  | 0.00                    | 21,290.54                  |
| 108906G                            | 10101        | CP    | RR2             | 397,487.38           | 395,736.14           | 397,487.38           |               | 5.210        | 5.210            | 1,751.24                   | 0.00                    | 1,751.24                   |
| 999922                             | 10103        | CP    | LA2             | 1,518,437.88         | 2,818,354.36         | 1,518,437.88         |               | 4.610        | 3.924            | 9,393.13                   | 0.00                    | 9,393.13                   |
| SYS10109                           | 10109        | CP    | LA2             | 170,863.03           | 87,301.18            | 170,863.03           |               | 4.610        | 7.193            | 533.30                     | 0.00                    | 533.30                     |
| 108906H                            | 10102        | CP    | RR2             | 391,179.00           | 389,511.69           | 391,179.00           |               | 5.040        | 5.040            | 1,667.31                   | 0.00                    | 1,667.31                   |
| 108906J                            | 10113        | CP    | RR2             | 3,919,541.04         | 4,900,515.29         | 3,919,541.04         |               | 5.040        | 4.571            | 19,025.75                  | 0.00                    | 19,025.75                  |
|                                    |              |       | <b>Subtotal</b> | <b>11,229,912.13</b> | <b>13,402,531.92</b> | <b>11,229,912.13</b> |               |              | <b>4.714</b>     | <b>53,661.27</b>           | <b>0.00</b>             | <b>53,661.27</b>           |
| <b>Fund: Debt Service Fund</b>     |              |       |                 |                      |                      |                      |               |              |                  |                            |                         |                            |
| 108906B                            | 10032        | DS    | RR2             | 1,888,885.21         | 1,825,077.62         | 1,888,885.21         |               | 5.210        | 5.327            | 8,257.36                   | 0.00                    | 8,257.36                   |
| 999918                             | 10023        | DS    | LA2             | 99,850.09            | 98,767.90            | 99,850.09            |               | 4.610        | 4.177            | 350.40                     | 0.00                    | 350.40                     |
| 108906C                            | 10089        | DS    | RR2             | 1,673,798.01         | 1,666,663.84         | 1,673,798.01         |               | 5.040        | 5.040            | 7,134.17                   | 0.00                    | 7,134.17                   |
|                                    |              |       | <b>Subtotal</b> | <b>3,662,533.31</b>  | <b>3,590,509.36</b>  | <b>3,662,533.31</b>  |               |              | <b>5.162</b>     | <b>15,741.93</b>           | <b>0.00</b>             | <b>15,741.93</b>           |
| <b>Fund: General Fund</b>          |              |       |                 |                      |                      |                      |               |              |                  |                            |                         |                            |
| 3130AUQC1                          | 10164        | GEN   | FAC             | 5,000,000.00         | 5,000,000.00         | 5,000,000.00         | 01/30/2024    | 4.875        | 4.783            | 20,312.50                  | 0.00                    | 20,312.50                  |
| 999921                             | 10092        | GEN   | RRP             | 10,936,612.39        | 10,890,333.38        | 10,936,612.39        |               | 5.004        | 5.004            | 46,279.01                  | 0.00                    | 46,279.01                  |
| 108906                             | 10003        | GEN   | RR2             | 27,885,701.64        | 30,459,138.57        | 27,885,701.64        |               | 5.210        | 5.196            | 134,406.66                 | 0.00                    | 134,406.66                 |
| 999917                             | 10022        | GEN   | LA2             | 2,894,822.28         | 5,800,613.25         | 2,894,822.28         |               | 4.610        | 4.470            | 22,019.47                  | 0.00                    | 22,019.47                  |
| 999920                             | 10034        | GEN   | RRP             | 11,015,774.77        | 10,967,288.61        | 11,015,774.77        |               | 5.205        | 5.205            | 48,486.16                  | 0.00                    | 48,486.16                  |
| 3130ANDP2                          | 10143        | GEN   | FAC             | 2,400,000.00         | 2,400,000.00         | 2,400,000.00         | 08/18/2023    | 0.250        | 0.245            | 500.00                     | 0.00                    | 500.00                     |

**McAllen ISD**  
**Interest Earnings**  
**May 1, 2023 - May 31, 2023**

| CUSIP                            | Investment # | Fund | Security Type   | Ending Par Value      | Beginning Book Value  | Ending Book Value     | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|----------------------------------|--------------|------|-----------------|-----------------------|-----------------------|-----------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                  |              |      |                 |                       |                       |                       |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: General Fund</b>        |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 3130AQLR2                        | 10153        | GEN  | FAC             | 2,500,000.00          | 2,500,000.00          | 2,500,000.00          | 02/07/2024    | 1.000        | 0.981            | 2,083.34                   | 0.00                    | 2,083.34                   |
| 3130APQM0                        | 10150        | GEN  | FAC             | 3,000,000.00          | 3,000,000.00          | 3,000,000.00          | 11/18/2024    | 1.000        | 0.981            | 2,500.00                   | 0.00                    | 2,500.00                   |
| 3130APQU2                        | 10151        | GEN  | FAC             | 2,000,000.00          | 2,000,000.00          | 2,000,000.00          | 11/22/2023    | 0.650        | 0.638            | 1,083.33                   | 0.00                    | 1,083.33                   |
| 3133ENV98                        | 10162        | GEN  | FAC             | 5,000,000.00          | 4,999,679.25          | 4,999,792.45          | 07/26/2023    | 4.670        | 4.609            | 19,458.33                  | 113.20                  | 19,571.53                  |
| 108906D                          | 10090        | GEN  | RR2             | 30,538,337.86         | 30,408,175.38         | 30,538,337.86         |               | 5.040        | 5.040            | 130,162.48                 | 0.00                    | 130,162.48                 |
| 8717027U4                        | 10141        | GEN  | MC2             | 0.00                  | 1,581,071.92          | 0.00                  | 05/15/2023    | 2.000        | 0.259            | 1,228.89                   | -1,071.92               | 156.97                     |
| 953107AB5                        | 10142        | GEN  | MC2             | 1,000,000.00          | 1,000,000.00          | 1,000,000.00          | 07/01/2023    | 0.466        | 0.457            | 388.34                     | 0.00                    | 388.34                     |
| 678720KM4                        | 10145        | GEN  | MC2             | 1,100,000.00          | 1,100,729.97          | 1,100,547.48          | 09/01/2023    | 0.500        | 0.295            | 458.33                     | -182.49                 | 275.84                     |
| 73358W4V3                        | 10148        | GEN  | MC2             | 1,505,000.00          | 1,506,662.34          | 1,505,831.17          | 07/01/2023    | 1.086        | 0.415            | 1,362.02                   | -831.17                 | 530.85                     |
| 3130AQYM9                        | 10156        | GEN  | FAC             | 4,500,000.00          | 4,500,000.00          | 4,500,000.00          | 02/28/2025    | 2.500        | 2.453            | 9,375.00                   | 0.00                    | 9,375.00                   |
| 4497W1XG6                        | 10163        | GEN  | ACP             | 3,000,000.00          | 2,930,840.00          | 2,943,601.66          | 10/16/2023    |              | 5.127            | 0.00                       | 12,761.66               | 12,761.66                  |
| 3135GAH20                        | 10165        | GEN  | FAC             | 3,200,000.00          | 3,200,000.00          | 3,200,000.00          | 01/27/2025    | 5.250        | 5.151            | 14,000.00                  | 0.00                    | 14,000.00                  |
| 476637AU7                        | 10167        | GEN  | MC2             | 2,495,000.00          | 0.00                  | 2,518,111.20          | 05/24/2024    | 6.500        | 5.593            | 3,603.89                   | -516.45                 | 3,087.44                   |
|                                  |              |      | <b>Subtotal</b> | <b>119,971,248.94</b> | <b>124,244,532.67</b> | <b>119,939,132.90</b> |               |              | <b>4.443</b>     | <b>457,707.75</b>          | <b>10,272.83</b>        | <b>467,980.58</b>          |
| <b>Fund: Proprietary Fund</b>    |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 108906A                          | 10025        | PROP | RR2             | 3,437,359.80          | 3,422,215.52          | 3,437,359.80          |               | 5.210        | 5.210            | 15,144.28                  | 0.00                    | 15,144.28                  |
| 999919                           | 10024        | PROP | LA2             | 2,660,192.83          | 3,741,672.83          | 2,660,192.83          |               | 4.610        | 3.126            | 9,933.09                   | 0.00                    | 9,933.09                   |
| 108906E                          | 10091        | PROP | RR2             | 3,430,124.89          | 3,415,504.79          | 3,430,124.89          |               | 5.040        | 5.040            | 14,620.10                  | 0.00                    | 14,620.10                  |
|                                  |              |      | <b>Subtotal</b> | <b>9,527,677.52</b>   | <b>10,579,393.14</b>  | <b>9,527,677.52</b>   |               |              | <b>4.418</b>     | <b>39,697.47</b>           | <b>0.00</b>             | <b>39,697.47</b>           |
| <b>Fund: QSCB - Reserve Fund</b> |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 882521                           | 10014        | QSCB | LA1             | 282.46                | 2,819,989.94          | 282.46                |               |              |                  | 0.00                       | 0.00                    | 0.00                       |
| 3134GYQP0                        | 10166        | QSCB | FAC             | 2,542,000.00          | 0.00                  | 2,542,000.00          | 05/01/2025    | 5.375        | 5.274            | 11,386.04                  | 0.00                    | 11,386.04                  |
| 3130ANDP2                        | 10144        | QSCB | FAC             | 2,000,000.00          | 2,000,000.00          | 2,000,000.00          | 08/18/2023    | 0.250        | 0.245            | 416.67                     | 0.00                    | 416.67                     |
| 3130AQJM6                        | 10152        | QSCB | FAC             | 3,000,000.00          | 3,000,000.00          | 3,000,000.00          | 01/28/2025    | 1.250        | 1.226            | 3,125.00                   | 0.00                    | 3,125.00                   |
| 678720KM4                        | 10146        | QSCB | MC2             | 2,000,000.00          | 2,001,327.22          | 2,000,995.42          | 09/01/2023    | 0.500        | 0.295            | 833.33                     | -331.80                 | 501.53                     |
| 73358W4V3                        | 10149        | QSCB | MC2             | 2,500,000.00          | 2,502,761.36          | 2,501,380.68          | 07/01/2023    | 1.086        | 0.415            | 2,262.50                   | -1,380.68               | 881.82                     |
| 578060EQ4                        | 10161        | QSCB | MC2             | 1,600,000.00          | 1,604,409.48          | 1,604,070.29          | 06/01/2024    | 3.300        | 2.980            | 4,400.00                   | -339.19                 | 4,060.81                   |
|                                  |              |      | <b>Subtotal</b> | <b>13,642,282.46</b>  | <b>13,928,488.00</b>  | <b>13,648,728.85</b>  |               |              | <b>1.456</b>     | <b>22,423.54</b>           | <b>-2,051.67</b>        | <b>20,371.87</b>           |
|                                  |              |      | <b>Total</b>    | <b>165,012,014.34</b> | <b>171,882,660.47</b> | <b>164,986,344.69</b> |               |              | <b>4.174</b>     | <b>609,294.57</b>          | <b>8,221.16</b>         | <b>617,515.73</b>          |



**McAllen ISD**  
**Amortization Schedule**  
**May 1, 2023 - May 31, 2023**  
**Sorted By Fund - Fund**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| Investment #                | Maturity Date | Beginning Par Value |                 |                      |                              | Amounts Amortized    |                                  |                              |                                  |                                       |
|-----------------------------|---------------|---------------------|-----------------|----------------------|------------------------------|----------------------|----------------------------------|------------------------------|----------------------------------|---------------------------------------|
| Issuer                      | Fund          | Amort. Date         | Current Rate    | Purchase Principal   | Original Premium or Discount | Ending Book Value    | And Unamortized As of 05/01/2023 | Amount Amortized This Period | Amt Amortized Through 05/31/2023 | Amount Unamortized Through 05/31/2023 |
| <b>General Fund</b>         |               |                     |                 |                      |                              |                      |                                  |                              |                                  |                                       |
| 10162                       | GEN           | 07/26/2023          | 5,000,000.00    | 4,999,000.00         | -1,000.00                    | 4,999,792.45         | 679.25                           | 113.20                       | 792.45                           | -207.55                               |
| FFCB Call Note              |               |                     | 4.670           |                      |                              |                      | -320.75                          |                              |                                  |                                       |
| 10163                       | GEN           | 10/16/2023          | 3,000,000.00    | 2,892,143.33         | -107,856.67                  | 2,943,601.66         | 38,696.67                        | 12,761.66                    | 51,458.33                        | -56,398.34                            |
| ING Funding CP              |               |                     |                 |                      |                              |                      | -69,160.00                       |                              |                                  |                                       |
| 10167                       | GEN           | 05/24/2024          | 2,495,000.00    | 2,518,627.65         | 23,627.65                    | 2,518,111.20         | 0.00                             | -516.45                      | -516.45                          | 23,111.20                             |
| Jersey City NJ Redev Agency |               |                     | 6.500           |                      |                              |                      | 23,627.65                        |                              |                                  |                                       |
| 10145                       | GEN           | 09/01/2023          | 1,100,000.00    | 1,104,246.00         | 4,246.00                     | 1,100,547.48         | -3,516.03                        | -182.49                      | -3,698.52                        | 547.48                                |
| Oklahoma County OK ISD      |               |                     | 0.500           |                      |                              |                      | 729.97                           |                              |                                  |                                       |
| 10148                       | GEN           | 07/01/2023          | 1,505,000.00    | 1,522,066.70         | 17,066.70                    | 1,505,831.17         | -15,404.36                       | -831.17                      | -16,235.53                       | 831.17                                |
| Port Authority of NY & NJ   |               |                     | 1.086           |                      |                              |                      | 1,662.34                         |                              |                                  |                                       |
| 10141                       | GEN           | 05/15/2023          | 1,580,000.00    | 1,631,681.80         | 51,681.80                    | 0.00                 | -50,609.88                       | -1,071.92                    | -51,681.80                       | 0.00                                  |
| Syracuse NY                 |               |                     | 2.000           |                      |                              |                      | 1,071.92                         |                              |                                  |                                       |
|                             |               |                     | <b>Subtotal</b> | <b>14,667,765.48</b> | <b>-12,234.52</b>            | <b>13,067,883.96</b> | <b>-30,154.35</b>                | <b>10,272.83</b>             | <b>-19,881.52</b>                | <b>-32,116.04</b>                     |
|                             |               |                     |                 |                      |                              |                      | <b>-42,388.87</b>                |                              |                                  |                                       |
| <b>QSCB - Reserve Fund</b>  |               |                     |                 |                      |                              |                      |                                  |                              |                                  |                                       |
| 10152                       | QSCB          | 01/28/2025          | 3,000,000.00    | 2,996,100.00         | -3,900.00                    | 3,000,000.00         | 3,900.00                         | 0.00                         | 3,900.00                         | 0.00                                  |
| FHLB Call Note              |               | 04/28/2022          | 1.250           |                      |                              |                      | 0.00                             |                              |                                  |                                       |
| 10161                       | QSCB          | 06/01/2024          | 1,600,000.00    | 1,607,824.00         | 7,824.00                     | 1,604,070.29         | -3,414.52                        | -339.19                      | -3,753.71                        | 4,070.29                              |
| Mayes County OK ISD         |               |                     | 3.300           |                      |                              |                      | 4,409.48                         |                              |                                  |                                       |
| 10146                       | QSCB          | 09/01/2023          | 2,000,000.00    | 2,007,720.00         | 7,720.00                     | 2,000,995.42         | -6,392.78                        | -331.80                      | -6,724.58                        | 995.42                                |
| Oklahoma County OK ISD      |               |                     | 0.500           |                      |                              |                      | 1,327.22                         |                              |                                  |                                       |
| 10149                       | QSCB          | 07/01/2023          | 2,500,000.00    | 2,528,350.00         | 28,350.00                    | 2,501,380.68         | -25,588.64                       | -1,380.68                    | -26,969.32                       | 1,380.68                              |
| Port Authority of NY & NJ   |               |                     | 1.086           |                      |                              |                      | 2,761.36                         |                              |                                  |                                       |
|                             |               |                     | <b>Subtotal</b> | <b>9,139,994.00</b>  | <b>39,994.00</b>             | <b>9,106,446.39</b>  | <b>-31,495.94</b>                | <b>-2,051.67</b>             | <b>-33,547.61</b>                | <b>6,446.39</b>                       |
|                             |               |                     |                 |                      |                              |                      | <b>8,498.06</b>                  |                              |                                  |                                       |
|                             |               |                     | <b>Total</b>    | <b>23,807,759.48</b> | <b>27,759.48</b>             | <b>22,174,330.35</b> | <b>-61,650.29</b>                | <b>8,221.16</b>              | <b>-53,429.13</b>                | <b>-25,669.65</b>                     |
|                             |               |                     |                 |                      |                              |                      | <b>-33,890.81</b>                |                              |                                  |                                       |



**McAllen ISD**  
**Projected Cashflow Report**  
**Sorted by Monthly**  
**For the Period June 1, 2023 - November 30, 2023**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| Projected Trans. Date           | Investment # | Fund | Security ID | Transaction Type | Issuer                    | Par Value            | Original Cost        | Principal            | Interest          | Total                |
|---------------------------------|--------------|------|-------------|------------------|---------------------------|----------------------|----------------------|----------------------|-------------------|----------------------|
| <b>June 2023</b>                |              |      |             |                  |                           |                      |                      |                      |                   |                      |
| 06/01/2023                      | 10161        | QSCB | 578060EQ4   | Interest         | Mayes County OK ISD       | 0.00                 | 0.00                 | 0.00                 | 52,800.00         | 52,800.00            |
| 06/07/2023                      | 10153        | GEN  | 3130AQLR2   | Call             | FHLB Call Note            | 2,500,000.00         | 2,500,000.00         | 2,500,000.00         | 0.00              | 2,500,000.00         |
| <b>Total for June 2023</b>      |              |      |             |                  |                           | <b>2,500,000.00</b>  | <b>2,500,000.00</b>  | <b>2,500,000.00</b>  | <b>52,800.00</b>  | <b>2,552,800.00</b>  |
| <b>July 2023</b>                |              |      |             |                  |                           |                      |                      |                      |                   |                      |
| 07/01/2023                      | 10142        | GEN  | 953107AB5   | Maturity         | West Hartford CT          | 1,000,000.00         | 1,000,000.00         | 1,000,000.00         | 2,330.00          | 1,002,330.00         |
| 07/01/2023                      | 10148        | GEN  | 73358W4V3   | Maturity         | Port Authority of NY & NJ | 1,505,000.00         | 1,522,066.70         | 1,505,000.00         | 8,172.15          | 1,513,172.15         |
| 07/01/2023                      | 10149        | QSCB | 73358W4V3   | Maturity         | Port Authority of NY & NJ | 2,500,000.00         | 2,528,350.00         | 2,500,000.00         | 13,575.00         | 2,513,575.00         |
| 07/26/2023                      | 10162        | GEN  | 3133ENV98   | Maturity         | FFCB Call Note            | 5,000,000.00         | 4,999,000.00         | 5,000,000.00         | 116,750.00        | 5,116,750.00         |
| 07/28/2023                      | 10152        | QSCB | 3130AQJM6   | Interest         | FHLB Call Note            | 0.00                 | 0.00                 | 0.00                 | 18,750.00         | 18,750.00            |
| 07/28/2023                      | 10152        | QSCB | 3130AQJM6   | Call             | FHLB Call Note            | 3,000,000.00         | 2,996,100.00         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 07/30/2023                      | 10164        | GEN  | 3130AUQC1   | Interest         | FHLB Note                 | 0.00                 | 0.00                 | 0.00                 | 121,875.00        | 121,875.00           |
| <b>Total for July 2023</b>      |              |      |             |                  |                           | <b>13,005,000.00</b> | <b>13,045,516.70</b> | <b>13,005,000.00</b> | <b>281,452.15</b> | <b>13,286,452.15</b> |
| <b>August 2023</b>              |              |      |             |                  |                           |                      |                      |                      |                   |                      |
| 08/01/2023                      | 10166        | QSCB | 3134GYQP0   | Call             | FHLMC Call Note           | 2,542,000.00         | 2,542,000.00         | 2,542,000.00         | 0.00              | 2,542,000.00         |
| 08/07/2023                      | 10153        | GEN  | 3130AQLR2   | Interest         | FHLB Call Note            | 0.00                 | 0.00                 | 0.00                 | 12,500.00         | 12,500.00            |
| 08/18/2023                      | 10143        | GEN  | 3130ANDP2   | Maturity         | FHLB Call Note            | 2,400,000.00         | 2,400,000.00         | 2,400,000.00         | 3,000.00          | 2,403,000.00         |
| 08/18/2023                      | 10144        | QSCB | 3130ANDP2   | Maturity         | FHLB Call Note            | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 2,500.00          | 2,002,500.00         |
| 08/18/2023                      | 10150        | GEN  | 3130APQM0   | Call             | FHLB Call Note            | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 08/22/2023                      | 10151        | GEN  | 3130APQU2   | Call             | FHLB Call Note            | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 0.00              | 2,000,000.00         |
| 08/28/2023                      | 10156        | GEN  | 3130AQYM9   | Interest         | FHLB Step Note            | 0.00                 | 0.00                 | 0.00                 | 56,250.00         | 56,250.00            |
| 08/28/2023                      | 10156        | GEN  | 3130AQYM9   | Call             | FHLB Step Note            | 4,500,000.00         | 4,500,000.00         | 4,500,000.00         | 0.00              | 4,500,000.00         |
| <b>Total for August 2023</b>    |              |      |             |                  |                           | <b>16,442,000.00</b> | <b>16,442,000.00</b> | <b>16,442,000.00</b> | <b>74,250.00</b>  | <b>16,516,250.00</b> |
| <b>September 2023</b>           |              |      |             |                  |                           |                      |                      |                      |                   |                      |
| 09/01/2023                      | 10145        | GEN  | 678720KM4   | Maturity         | Oklahoma County OK ISD    | 1,100,000.00         | 1,104,246.00         | 1,100,000.00         | 2,750.00          | 1,102,750.00         |
| 09/01/2023                      | 10146        | QSCB | 678720KM4   | Maturity         | Oklahoma County OK ISD    | 2,000,000.00         | 2,007,720.00         | 2,000,000.00         | 5,000.00          | 2,005,000.00         |
| <b>Total for September 2023</b> |              |      |             |                  |                           | <b>3,100,000.00</b>  | <b>3,111,966.00</b>  | <b>3,100,000.00</b>  | <b>7,750.00</b>   | <b>3,107,750.00</b>  |
| <b>October 2023</b>             |              |      |             |                  |                           |                      |                      |                      |                   |                      |
| 10/16/2023                      | 10163        | GEN  | 4497W1XG6   | Maturity         | ING Funding CP            | 3,000,000.00         | 2,892,143.33         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 10/27/2023                      | 10165        | GEN  | 3135GAH20   | Interest         | FNMA Call Note            | 0.00                 | 0.00                 | 0.00                 | 84,000.00         | 84,000.00            |

**McAllen ISD**  
**Projected Cashflow Report**  
**For the Period June 1, 2023 - November 30, 2023**

| Projected<br>Trans. Date       | Investment # | Fund | Security ID | Transaction<br>Type | Issuer          | Par Value            | Original Cost        | Principal            | Interest          | Total                |
|--------------------------------|--------------|------|-------------|---------------------|-----------------|----------------------|----------------------|----------------------|-------------------|----------------------|
| <b>October 2023</b>            |              |      |             |                     |                 |                      |                      |                      |                   |                      |
| 10/27/2023                     | 10165        | GEN  | 3135GAH20   | Call                | FNMA Call Note  | 3,200,000.00         | 3,200,000.00         | 3,200,000.00         | 0.00              | 3,200,000.00         |
| <b>Total for October 2023</b>  |              |      |             |                     |                 | <b>6,200,000.00</b>  | <b>6,092,143.33</b>  | <b>6,200,000.00</b>  | <b>84,000.00</b>  | <b>6,284,000.00</b>  |
| <b>November 2023</b>           |              |      |             |                     |                 |                      |                      |                      |                   |                      |
| 11/01/2023                     | 10166        | QSCB | 3134GYQP0   | Interest            | FHLMC Call Note | 0.00                 | 0.00                 | 0.00                 | 68,316.25         | 68,316.25            |
| 11/18/2023                     | 10150        | GEN  | 3130APQM0   | Interest            | FHLB Call Note  | 0.00                 | 0.00                 | 0.00                 | 15,000.00         | 15,000.00            |
| 11/22/2023                     | 10151        | GEN  | 3130APQU2   | Maturity            | FHLB Call Note  | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 6,500.00          | 2,006,500.00         |
| <b>Total for November 2023</b> |              |      |             |                     |                 | <b>2,000,000.00</b>  | <b>2,000,000.00</b>  | <b>2,000,000.00</b>  | <b>89,816.25</b>  | <b>2,089,816.25</b>  |
| <b>GRAND TOTALS:</b>           |              |      |             |                     |                 | <b>43,247,000.00</b> | <b>43,191,626.03</b> | <b>43,247,000.00</b> | <b>590,068.40</b> | <b>43,837,068.40</b> |

Meeder Public Funds, Inc., is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

#### **Meeder Public Funds**

Barton Oaks Plaza I  
901 S. MoPac Expy  
Suite 300  
Austin, Texas  
78746

866.633.3371

# **DIVIDER**

**Signature:** *Natalie Goza*

**Email:** natalie.goza@mcallenisd.net

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

Attachment:

**SUBMITTED BY:** *[Signature]*

**SUPERVISOR:** *[Signature]*

**Approved for presentation to the Board of Education:**

*Rosalba De Hoyos*

| Description                            | A                  | B                                     |              | C                  | D                            |
|----------------------------------------|--------------------|---------------------------------------|--------------|--------------------|------------------------------|
|                                        | Original Budget    | Budget Amendments Under Consideration |              |                    | Revised Budget<br>07/31/2023 |
|                                        |                    | Revisions                             | Transfers    |                    |                              |
| <b>Unaudited Fund Balance</b>          | <b>119,909,607</b> |                                       |              |                    | <b>119,909,607</b>           |
| Revenues:                              |                    |                                       |              |                    |                              |
| Local:                                 |                    |                                       |              |                    |                              |
| Property Taxes                         | 87,833,337         |                                       |              |                    | 87,833,337                   |
| Interest Income                        | 3,960,000          |                                       |              |                    | 3,960,000                    |
| Other Local Income                     | 2,309,887          |                                       |              |                    | 2,309,887                    |
| State:                                 | 123,728,809        |                                       |              |                    | 123,728,809                  |
| Federal:                               | 23,679,760         |                                       |              |                    | 23,679,760                   |
| Other Sources:                         | 0                  |                                       |              |                    |                              |
| <b>Total Revenues</b>                  | <b>241,511,793</b> | <b>0</b>                              | <b>0</b>     | <b>0</b>           | <b>241,511,793</b>           |
| Expenditures:                          |                    |                                       |              |                    |                              |
| 11 Instruction                         | 131,841,014        |                                       | 553,686      |                    | 132,394,700                  |
| 12 Inst. Res. & Media Services         | 3,542,411          |                                       | (2,000)      |                    | 3,540,411                    |
| 13 Curriculum Dev. & Inst. Staff Dev.  | 4,375,854          |                                       | (73,967)     |                    | 4,301,887                    |
| 21 Inst. Leadership                    | 3,680,515          | 50,000                                | (283,276)    |                    | 3,447,239                    |
| 23 School Leadership                   | 13,525,111         |                                       | 27,718       |                    | 13,552,829                   |
| 31 Guid., Counseling & Eval. Ser.      | 10,227,481         |                                       | (324,705)    |                    | 9,902,776                    |
| 32 Social Work Services                | 2,243,964          |                                       |              |                    | 2,243,964                    |
| 33 Health Services                     | 2,996,732          |                                       | 213          |                    | 2,996,945                    |
| 34 Student (Pupil) Trans.              | 4,230,015          |                                       | (41,314)     |                    | 4,188,701                    |
| 35 Food Services                       | 20,250,856         |                                       |              |                    | 20,250,856                   |
| 36 Curricular/Extracurricular Act.     | 10,078,335         | 963,810                               | 24,414       |                    | 11,066,559                   |
| 41 General Administration              | 8,239,431          |                                       | 15,340       |                    | 8,254,771                    |
| 51 Plant Maint. & Operations           | 19,371,239         | 24,000                                | 75,556       |                    | 19,470,795                   |
| 52 Security and Monitoring Serv.       | 4,848,855          |                                       |              |                    | 4,848,855                    |
| 53 Data Processing Services            | 5,738,354          |                                       |              |                    | 5,738,354                    |
| 61 Community Services                  | 112,825            |                                       | 700          |                    | 113,525                      |
| 71 Debt Service                        | 4,477,486          |                                       | 23,882       |                    | 4,501,368                    |
| 81 Fac. Acquisition & Const.           | 15,142,749         | 257,090                               | 3,553        |                    | 15,403,392                   |
| 95 Pmt. to Juv. Justice Alt. Ed. Prg.  | 40,000             |                                       |              |                    | 40,000                       |
| 99 Other Intergovernmental Charges     | 1,048,026          |                                       |              |                    | 1,048,026                    |
| Other Uses                             | 0                  |                                       |              |                    | 0                            |
| <b>Total Expenditures</b>              | <b>266,011,253</b> | <b>1,294,900</b>                      | <b>(200)</b> | <b>267,305,953</b> |                              |
|                                        |                    | 261                                   |              |                    |                              |
| <b>Preliminary Ending Fund Balance</b> | <b>95,410,147</b>  | <b>(1,294,900)</b>                    | <b>200</b>   | <b>94,115,447</b>  |                              |

GENERAL FUND  
Revisions

REVENUES:

- None for July 2023

Grand Total \$ -

EXPENDITURES:

|             |                                                                                                                                         |                   |         |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------|
| Function 21 | - Transfer from Fund Balance for Fund 157 Dyslexia - Furniture and Supplies                                                             | <u>\$ 50,000</u>  | 50,000  |
| Function 36 | - Transfer from Assigned Fund Balance for Fund 183 Athletics - Replacement Schedule Uniform Replacements                                | \$ 231,108        |         |
|             | - Transfer from Assigned Fund Balance for Fund 184 Fine Arts - Replacement Schedule Uniform Replacements and Band Instruments           | 142,650           |         |
|             | - Transfer from Assigned Fund Balance for Fund 199 General Fund - MITV Pressbox Carry-forward Balance from 2022-2023                    | <u>590,052</u>    | 963,810 |
| Function 51 | - Transfer from Assigned Fund Balance for Fund 199 General Fund - Department of Technology District-wide Hotspots                       | <u>\$ 24,000</u>  | 24,000  |
| Function 81 | - Transfer from Fund Balance for Fund 101 Food Service - Kitchen Renovations at Wilson, Rayburn, Roosevelt and Garza Elementary Schools | <u>\$ 257,090</u> | 257,090 |

Grand Total \$ 1,294,900

**CAPITAL PROJECTS**

| Description                            | A                 | B                                     |          | C         | D                            |
|----------------------------------------|-------------------|---------------------------------------|----------|-----------|------------------------------|
|                                        | Original Budget   | Budget Amendments Under Consideration |          |           | Revised Budget<br>07/31/2023 |
|                                        |                   | Revisions                             |          | Transfers |                              |
| <b>Unaudited Fund Balance</b>          | <b>1,406,736</b>  |                                       |          |           | <b>1,406,736</b>             |
| Revenues:                              |                   |                                       |          |           |                              |
| Local                                  |                   |                                       |          |           |                              |
| Interest Income                        |                   |                                       |          |           |                              |
| Other Local Income                     | 11,000,000        |                                       |          |           | 11,000,000                   |
| Other Sources                          | 0                 |                                       |          |           |                              |
| <b>Total Revenues</b>                  | <b>11,000,000</b> | <b>0</b>                              | <b>0</b> | <b>0</b>  | <b>11,000,000</b>            |
| Expenditures:                          |                   |                                       |          |           |                              |
| 36 Curricular/Extracurricular Act.     |                   | 163,615                               |          |           | 163,615                      |
| 41 General Administration              |                   |                                       |          |           |                              |
| 51 Plant Maint. & Operations           | 247,463           |                                       | (39,253) |           | 208,210                      |
| 52 Security and Monitoring Serv.       |                   |                                       |          |           |                              |
| 81 Fac. Acquisition & Const.           | 11,994,868        |                                       | 39,253   |           | 12,034,121                   |
| <b>Total Expenditures</b>              | <b>12,242,331</b> | <b>163,615</b>                        | <b>0</b> | <b>0</b>  | <b>12,405,946</b>            |
| <b>Preliminary Ending Fund Balance</b> | <b>164,405</b>    | <b>(163,615)</b>                      | <b>0</b> | <b>0</b>  | <b>790</b>                   |

CAPITAL PROJECTS FUND  
Revisions

REVENUES:

- None for July 2023

Grand Total \$ -

EXPENDITURES:

Function 36      - Transfer from Fund Balance for Fund 619 MISD Maintenance Tax Note 2020 - MITV Pressbox Carry-forward Balance from 2022-2023  
                      - Transfer from Fund Balance for Fund 698 MISD Capital Projects - MITV Pressbox Carry-forward Balance from 2022-2023

\$ 122,345  
41,270  
 163,615

Grand Total \$ 163,615

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023 \_\_\_\_\_

**Attachment:**

**SUBMITTED BY:** *[Signature]*

**SUPERVISOR:** *Adelfino*

**Approved for presentation to the Board of Education:**

*Rosalba DeHoyos*

265

**Acting Superintendent of Schools**

**Investment Authority**

The Superintendent or any other person designated by Board resolution shall serve as the investment officer of the District and shall invest and report District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

**Approved  
Investment  
Instruments**

From those investments authorized by the Public Funds Investments Act, Section 2256 of the Government Code, and described further in CDA(LLEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, the U.S. government, its agencies and instrumentalities, excluding mortgage-backed securities with a maximum stated maturity of three years, as permitted by Government Code 2256.009.
2. Obligations of any state in the United States and their subdivisions rated A or better by a nationally recognized rating agency, with a maturity not to exceed three years, as permitted by Government Code 2256.009.
3. FDIC-insured or collateralized depository certificates of deposit collateralized in accordance with this policy, as permitted by Government Code 2256.010, to include the Promontory Network's CDARS and ICS deposits, with a stated maturity not to exceed two years.
4. NCUIF-insured share certificates from credit unions in Texas, as permitted by Government Code 2256.10.
5. Fully collateralized repurchase agreements, as defined by Government Code 2256.011. Flexible repurchase agreements for bond proceeds may extend for as long as three years, but not beyond the expenditure plan.
6. Prime banker's acceptances, as defined by Government Code 2256.012, with a stated maturity not to exceed one year.
7. A1/P1 commercial paper, or the equivalent, as permitted by Government Code 2256.013, not to exceed 270 days to stated maturity.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

8. AAA-rated, SEC-registered money market mutual funds, as permitted by Government Code 2256.014, striving to maintain a \$1 net asset value.
9. Texas local government investment pools, as defined by Government Code 2256.016, which strive to maintain a \$1 net asset value.
10. FDIC-insured or collateralized interest-bearing accounts in any bank in Texas.
11. FDIC-insured brokered certificates of deposit securities from a bank in any state in the United States, delivered versus payment, not to exceed one year to maturity. Before a purchase, the investment officer shall verify the FDIC status of the bank.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and Maturity**

The total portfolio of the District shall have a maximum dollar weighted maturity (WAM) of two years. The maximum allowable stated maturity of any other investment owned by the District shall not exceed three years from the time of purchase, with the exception of flex repurchase agreements. Matching the WAM and authorized investments, the District shall establish the one-year Treasury Bill and the two-year Treasury Note as the risk benchmarks for the portfolio.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements and buffer against unanticipated cash needs.

**Other Debt Obligations**

The maintenance tax notes, qualified school construction notes, and any other debt obligations shall be defined as a separate sub-portfolio and shall have a maximum dollar weighted maturity of five years. The maximum allowable stated maturity of such obligations shall not exceed five years from the time of purchase.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer. Under certain market conditions, funds may be maintained in one investment vehicle to ensure preservation and safety of principal.

**Monitoring Market Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating Changes**

The investment officer shall monitor the credit ratings on no less than a monthly basis. If a required credit rating drops, the investment officer shall inform the Superintendent. Depending on the reason for the credit rating drop, the investment officer shall recommend either an immediate or delayed liquidation or sale.

**Monitoring FDIC Status**

The investment officer shall monitor on no less than a weekly basis the status and ownership of all banks issuing brokered CDs owned by the District, based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the investment officer shall immediately liquidate any brokered CD that places the District above the FDIC insurance level.

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. Under certain market conditions, funds may be consolidated into one investment portfolio to ensure preservation and safety of principal. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated monthly cash flow requirements.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Custodial Funds                                         | Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated monthly cash flow requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Debt Service Funds                                      | Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Successive debt service payments must be funded before any extension.                                                                                                                                                                                                                                                                                                                                                                  |
| <i>Other Debt<br/>Obligation Funds</i>                  | Investment strategies for debt obligations such as maintenance tax notes and qualified school construction notes shall have as their primary objectives safety, investment liquidity, and maturity. The funds shall be sufficient to timely meet debt obligations in accordance with provisions in the note documents.                                                                                                                                                                                                                                                                                                                                         |
| Capital Project<br>Funds                                | Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Investments should meet expected expenditure plans.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Proprietary Funds                                       | Investment strategies for proprietary funds (including any commingled pools containing proprietary funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. Investments made out of this fund will be considered suitable if they have a highly/actively traded secondary market and can be sold quickly and turned into immediate cash or invested in overnight funds or authorized local government investment pools.                                                                                                                                                 |
| <b>Safekeeping of<br/>District-Owned<br/>Securities</b> | The District shall retain clearly marked receipts/legal documents providing proof of the District's ownership. All safekeeping shall be executed on a delivery-versus-payment basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sellers of<br/>Investments</b>                       | <p>Prior to handling investments on behalf of the District, local government pools in which the District participates must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Investment officers shall maintain information regarding the brokers, and the authorized broker/dealer list shall be reviewed annually by the Board.</p> |
| <b>Collateralization</b>                                | The District shall require collateralization on all time and demand deposits and repurchase agreements. In order to anticipate market                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

changes and to provide a level of security for all funds, the collateralization level shall be 102 percent of market value of principal and accrued interest. Mortgage-backed collateral for time and demand deposit shall be required to have a 110-percent margin.

Time and Demand  
Deposits

Collateral for time and demand deposits shall be pledged to the District and shall not be owned by the District. Collateral shall be pledged under a written agreement under the terms of FIRREA. Collateral shall be held by an independent third-party custodian approved by the District outside the holding company of the pledging bank. A clearly marked evidence of ownership (safekeeping receipt/report) shall be supplied to and retained by the District.

The custodian shall be required to provide monthly collateral reports directly to the District. The pledging bank shall be responsible for monitoring and maintaining the margins daily. The right of collateral substitution shall be granted with prior District approval. Acceptable collateral shall include only obligations of the U.S. government, its agencies and instrumentalities, including mortgage-backed securities, municipal bonds of any state rated A or better by two nationally recognized rating agencies, and approved letters of credit.

Repurchase  
Agreements

Repurchase collateral shall be owned by the District. Collateral shall be held by an independent third party approved by the District. A clearly marked evidence of ownership (safekeeping receipt/report) shall be supplied to and retained by the District. The custodian shall be required to provide timely collateral reports directly to the District. The counter party shall be responsible for monitoring and maintaining the margins daily.

Collateral for repurchase agreements should be worth 102 percent, but never lower than 101 percent. The right of collateral substitution shall be granted. Acceptable collateral shall include only obligations of the U.S. government, its agencies and instrumentalities, including mortgage-backed securities, municipal bonds of any state rated A or better by two nationally recognized rating agencies.

**Soliciting Bids for  
CDs**

The District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

**Interest Rate Risk**

To report exposure to changes in interest rates and other risks that could adversely affect the value of investments, the District shall report final and weighted-average-maturity data.

The District shall monitor interest rate risk using weighted average maturity, weighted average yield, and use diversification.

**Internal Controls**

A system of internal controls shall be established and documented by the investment officer in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds;
2. Avoidance of collusion;
3. Custodial safekeeping for collateral and safekeeping of District-owned securities;
4. Clear delegation of authority;
5. Written documentation of all transactions; and
6. Documentation of dealer questionnaires, bids/offers, evaluations, transactions, and rationale.

These controls shall be reviewed by the District's independent auditing firm.

### **Reports**

In accordance with law, the investment officers shall prepare and submit to the Board in a timely manner a written, signed investment report at least quarterly. At a minimum, the report shall include the following:

1. Details of each investment and depository position held by the District.
2. The beginning and ending market and book value of the portfolio for the period reported.
3. Changes to the market value during the period.
4. Fully accrued interest and total investment income for the period.
5. The book and market value of each security and investment position.
6. The stated maturity date for each security and investment position.
7. The dollar weighted average maturity for the portfolio.
8. The yield of the benchmark and the portfolio yield for the comparable period.

The prices used for valuation of market value shall be obtained from an independent source.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

**A RESOLUTION ADOPTING  
INVESTMENT POLICY AND INVESTMENT STRATEGY**

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the McAllen Independent School District to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the McAllen Independent School District Board of Trustees has reviewed the Policy and decided to make no changes thereto.

NOW, THEREFORE, BE IT RESOLVED

That the McAllen Independent School District has complied with the requirements of the Public Funds Investment Act and the District's Investment Policy and adopts the Investment Policy and Investment Strategy, with no changes, as the Investment Policy and Strategy of the District for fiscal year 2023-2024.

PASSED, ADOPTED AND APPROVED by the Board of Trustees for the McAllen Independent School District in McAllen, Texas this the 14<sup>th</sup> day of August, 2023.

APPROVED:

\_\_\_\_\_  
Mrs. Debbie Crane Aliseda  
President, Board of Trustees

ATTEST

\_\_\_\_\_  
Ms. Sofia M. Peña  
Secretary, Board of Trustees

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023 \_\_\_\_\_

**Attachment:**

**SUBMITTED BY:** \_\_\_\_\_  
*[Handwritten Signature]*

**SUPERVISOR:** \_\_\_\_\_  
*Adelfino*

**Approved for presentation to the Board of Education:**

*Rosalba De Hoyos*

274 \_\_\_\_\_

**Acting Superintendent of Schools**

RESOLUTION

A RESOLUTION ADOPTING AUTHORIZED BROKER DEALER LIST

WHEREAS, the Public Fund Investment Act codified in Government Code 2256 governs local government investment; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires that the Board of the District, or an investment committee designated by the Board, to, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in investment transactions with the District.

NOW, THEREFORE, BE IT RESOLVED

That the District has complied with the requirements of the Public Funds Investment Act and the following broker/dealers have received a copy of the District's Investment Policy and the Board hereby authorizes these firms for transactions with the District.

|                               |                                            |
|-------------------------------|--------------------------------------------|
| Academy Securities            | MarketAxess Corporation                    |
| Bank of America/Merrill Lynch | Mizuho Securities                          |
| Barclays Capital Inc.         | Moreton Capital Markets                    |
| Blaylock Van, LLC             | Morgan Stanley                             |
| BMO Capital Markets           | Multi-Bank Securities                      |
| BNY Capital Markets           | Oppenheimer                                |
| BOK Financial                 | Piper Sandler & Co                         |
| Brean Capital                 | PNC Capital Markets LLC                    |
| Cantor Fitzgerald & Co.       | Raymond James                              |
| CastleOak Securities          | RBC Securities                             |
| D.A. Davidson                 | Rice Financial                             |
| Daiwa Capital Markets         | Robert W. Baird                            |
| FHN Financial                 | Santander US Capital Markets               |
| Goldman Sachs & Co.           | Siebert Williams Shank                     |
| Great Pacific                 | Stephens Inc                               |
| Hilltop Securities            | Stifel Nicolaus                            |
| Huntington Bank               | StoneX Group Inc.                          |
| InspereX (formerly InCapital) | TD Securities                              |
| Jefferies                     | TRUIST Securities Inc. (formally Suntrust) |
| JPMorgan Securities           | UBS Financial                              |
| Keybanc Capital Markets       | UMB Financial Services                     |
| Loop Capital Markets          | Wells Fargo                                |

PASSED, ADOPTED AND APPROVED by the Board this the 14th day of August, 2023.

APPROVED:

\_\_\_\_\_  
Mrs. Debbie Crane Aliseda  
President, Board of Trustees

ATTEST

\_\_\_\_\_  
Ms. Sofia M. Peña  
Secretary, Board of Trustees

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**Attachment:**

**SUBMITTED BY:** *[Signature]*

**SUPERVISOR:** *Adelfino*

**Approved for presentation to the Board of Education:**

*Rosalba De Hoyos*

276

**Acting Superintendent of Schools**

**Resolution Approving Independent Sources for Investment Training  
and Designation of Investment Officers**

**Whereas**, McAllen Independent School District (“District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

**Whereas**, the Investment Policy CDA (LOCAL) states the superintendent or other person as designated by the Board resolution shall serve as the investment officer of the District; and

**Whereas**, the Texas Association of School Administrators (“TASA”), the Texas Association of School Boards (“TASB”), the Texas Association of School Business Officials (“TASBO”) and Affiliate Organizations, Texas Local Government Investment Pool (TexPool), University of North Texas, Hilltop Holdings Inc., Government Treasures Organization of Texas, LOGIC Investment Pool, Affiliate Organizations of Region One and Patterson & Associates – a Meeder Investment Company provide investment training sessions relating to investment responsibilities; and

**Whereas**, the governing body of this local government wishes to approve these independent sources of instruction to provide investment training sessions required by Section 2256.008(a);

**Now, therefore, be it resolved by the governing body of this local government as follows:**

**Section 1. Approval of Independent Sources of Instruction.** TASA, TASB, TASBO and Affiliate Organizations, Texas Local Government Investment Pool (TexPool), University of North Texas, Hilltop Holdings Inc.-formerly First Southwest Company, Government Treasures Organization of Texas, LOGIC Investment Pool, Affiliate Organizations of Region One and Patterson & Associates – a Meeder Investment Company are hereby approved as independent sources of instruction relating to investment responsibilities for the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer.

**Section 2. Designation of Investment Officers.** The following individuals shall serve as the District's Investment Officers: Adel Felix, Assistant Superintendent for Business Operations, Iris Luna, Chief Financial Officer, Dyanira Diaz, Director of Accounting, and Vanessa Arrezola, Coordinator of Accounting. Said individuals are hereby authorized and directed to open and close bank accounts, deposit, withdraw, transfer, invest, and/or manage in any other manner the funds on behalf of MISD, as permitted by the District's Investment Policy (Government Code 2256.005).

**Section 3. Public Meeting.** It is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the governing body of this local government at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the governing body for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The governing body further ratifies, approved and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY, TEXAS, AT A REGULAR MEETING HELD THIS 14th DAY OF AUGUST, 2023.

By \_\_\_\_\_  
Mrs. Debbie Crane Aliseda  
President, Board of Trustees

ATTEST:

By \_\_\_\_\_  
Ms. Sofia M. Peña  
Secretary, Board of Trustees

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion and Possible Action to Approve Board of Education Meeting minutes

**REFERENCE:**

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the Official Record of Board Action.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The Administration asks that the Board of Education consider approval of the attached minutes.

**LEGAL REVIEW:** None

**BUDGETARY CONSIDERATIONS:** None

**RECOMMENDED BOARD ACTION:**

That the Board approve the minutes of the following meeting(s):

- Board Workshop May 22, 2023
- Board Workshop June 5, 2023
- Board Workshop June 12, 2023
- Regular Board Meeting June 12, 2023
- Special Board Meeting June 13, 2023
- Board Workshop June 19, 2023
- Special Board Meeting June 19, 2023
- Safety and Security Meeting August 10, 2023

**Attachment:**

**SUBMITTED BY:** *Natalia Goza*

**SUPERVISOR:** *Debbie C Aliseda*  
Debbie C Aliseda (Aug 9, 2023 17:32 CDT)

For further information contact:  
Name: Natalia Goza  
Office: 956 618-6094  
Email: natalie.goza@mcallenisd.net

**Approved for presentation to the Board of Education:**

*Rosalba DeHoya*

278

**Acting Superintendent of Schools**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

**REFERENCE:** Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

**LEGAL REVIEW:** Not Applicable

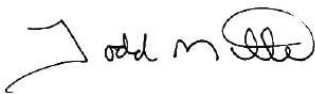
**BUDGETARY CONSIDERATIONS:** Not Applicable

**RECOMMENDED BOARD ACTION:**

This item is for information only. No Board action required.


Attachment:

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**  \_\_\_\_\_  
Aug 9, 2023

**SUBMITTED BY:** \_\_\_\_\_

For further information contact:  
Name: Todd Miller  
Office: Human Resources (956) 618-6009  
eMail: Todd.Miller@mcallenisd.net

**Approved for presentation to the Board of Education:**  
  
279 \_\_\_\_\_  
**Acting Superintendent of Schools**  
Aug 9, 2023

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2022-2023

**REFERENCE:** Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

**LEGAL REVIEW:** Not Applicable

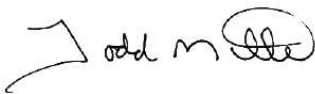
**BUDGETARY CONSIDERATIONS:** Not Applicable

**RECOMMENDED BOARD ACTION:**

This item is for information only. No Board action required.


Attachment:

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**  \_\_\_\_\_  
Aug 9, 2023

**SUBMITTED BY:** \_\_\_\_\_

For further information contact:  
Name: Todd Miller  
Office: Human Resources (956) 618-6009  
eMail: Todd.Miller@mcallenisd.net

**Approved for presentation to the Board of Education:**  
  
280 \_\_\_\_\_  
**Acting Superintendent of Schools**  
Aug 9, 2023

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 14, 2023

**SUBJECT:** Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

**REFERENCE:** Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

**LEGAL REVIEW:** Not Applicable

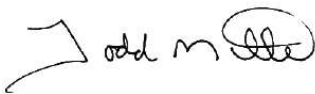
**BUDGETARY CONSIDERATIONS:** Not Applicable

**RECOMMENDED BOARD ACTION:**

This item is for information only. No Board action required.


Attachment:

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**  \_\_\_\_\_  
Aug 9, 2023

**SUBMITTED BY:** \_\_\_\_\_

For further information contact:  
Name: Todd Miller  
Office: Human Resources (956) 618-6009  
eMail: Todd.Miller@mcallenisd.net

**Approved for presentation to the Board of Education:**  
  
281 \_\_\_\_\_  
**Acting Superintendent of Schools**  
Aug 9, 2023